

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DTRS57- 01- R- 20030	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)	3. DATE ISSUED 02/08/2002	PAGE 1	OF 102	PAGES

IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 33- 3824	6. PROJECT NO.
7. ISSUED BY U. S. DOT/RSPA/Volpe Center 55 Broadway Kendall Square Cambridge MA 02142	CODE DTS- 852	8. ADDRESS OFFER TO
9. FOR INFORMATION CALL :	A. NAME Elizabeth Segal	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (617) 494- 2401

SOLICITATION

NOTE : In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

Construct a 6-lane, 400-meter running track and field event facilities at the Libby, Montana Middle School in accordance with the technical specifications and drawings.

11. The Contractor shall begin performance within <u>20</u> calendar days and complete it within <u>90</u> calendar days after receiving
<input type="checkbox"/> Award, <input checked="" type="checkbox"/> Notice to proceed. The performance period is <input checked="" type="checkbox"/> Mandatory, <input type="checkbox"/> Negotiable. (See _____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS ? <i>(If "YES", indicate within how many calendar days after award in item 12B.)</i>	12B. CALENDAR DAYS 10
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

13. ADDITIONAL SOLICITATION REQUIREMENTS :

A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in item 8 by 1500 (hour) local time 03/14/2002 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

[illegible]

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED :

22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>		ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)
26. ADMINISTERED BY U. S. DOT/RSPA/Volpe Center 55 Broadway Kendall Square Cambridge MA 02142		CODE DTS- 852	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT

(Contractor is required to sign this document and return copies to issuing office.)

Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract

☐ 29. AWARD

(Contractor is not required to sign this document.)

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 SERVICES AND PRICES**

CLIN NO.		<u>1 JOB</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001	The Contractor shall provide all labor, materials, equipment, and supplies necessary to perform the required tasks applicable with all attachments of this contract. The work of this contract comprises of installing a 6-lane, 400-meter running track and field event facilities at the Libby, Montana Middle School in accordance with the technical specifications and the drawings included in Attachment J.6.			

Firm Fixed Price \$

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS (DEC 1998)

The Contractor shall furnish the necessary personnel, material, services, and facilities (except as otherwise specified), required to comply with the Statement of Work/Specifications and the Drawings included in Attachment J.6.

U. S. Department of Transportation
Research and Special Programs Administration

John A. Volpe National Transportation Systems Center
55 Broadway, Kendall Square
Cambridge, Massachusetts 02142

Libby Middle School Track Reconstruction
Libby, Montana

TECHNICAL SPECIFICATIONS

January 17, 2002

Prepared By

CDM Federal
One Cambridge Place
50 Hampshire Street
Cambridge, MA 02139

CITY OF LIBBY
LIBBY MIDDLE SCHOOL TRACK RECONSTRUCTION

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DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 DEFINITIONS

- A. Government - the Government shall be defined for this contract as the Volpe National Transportation Systems Center (Volpe Center), Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR).

1.02 LOCATION OF WORK

- A. The work of this contract is located in the City of Libby, Montana. The existing athletic track is located at the Middle School at 101 Ski Road.

1.03 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to install one 6-lane 400-meter running track and field event facilities complete as shown on the Drawings and as specified herein.
- B. The track reconstruction and related work is being performed as part of the United States Environmental Protection Agency asbestos removal and restoration project in Libby, Montana.
- C. Under a separate contract, the Government's removal contractor excavated and disposed of asbestos containing soils and the existing track. The removal contractor placed and compacted subbase material, geotextile fabric, and 6-inch crushed stone base course in excavated areas as shown on the contract drawings.
- D. The Work includes, the following:
 - 1. Providing survey services to layout the final locations and grades of the 6-lane athletic track.
 - 2. Fine grading of 6-inch crushed stone base course layer. Placing and rolling 1-inch hot asphalt binder course layer and 1-inch hot asphalt surface course. Lane striping and related work items necessary to provide one complete 400 meter 6-lane athletic track ready for use at this location.
 - 3. Constructing and removing forms, setting reinforcing steel, and installing a cast-in-place reinforced concrete curb along the inside diameter of the track.

4. Furnishing, placing and rolling hot asphalt pavement overlay of the long jump/triple jump runway. Furnishing and replacing sand for the long jump/triple jump landing pit.
5. Furnishing and installing replacement 4-ft chain link fence.
6. Furnishing, placing and grading topsoil, seeding, turf management, final cleanup and maintenance.

1.04 WORK SEQUENCE

- A. The Contractor shall accommodate the following schedule, weather permitting. Completion dates of the various stages shall be in accordance with the approved construction schedule submitted by the Contractor.
 1. The Middle School athletic track and related work shall be completed for Owner Occupancy within 90 days from notice to proceed.

1.05 CONTRACTOR'S USE OF PREMISES

- A. Contractor shall have complete and exclusive use of the designated areas on the premises for the performance of the work. Utility companies shall also have complete and exclusive use of any easements.
- B. The football field encircled by the track shall not be used for storage of materials, equipment, etc. The football field, irrigation system and other existing utilities and structures shall not be entered upon or in any way disturbed by the track reconstruction contractor.
- C. Contractor shall assume full responsibility for safety and security of all his/her and his/her subcontractors' materials and equipment stored on the site.
- D. If directed by the COTR, move any stored items that interfere with operations of the Owner.
- E. Obtain and pay for use of additional storage or work areas if needed to perform the Work.

1.06 OWNER OCCUPANCY

- A. Owner will occupy the Libby Middle School Site premises during performance of the work for the conduct of normal operations. Coordinate all construction operations with the Government to minimize conflict and to facilitate Owner usage.
 1. Construction vehicles are not permitted to travel to or from the Middle School location between the hours of 7:00 AM - 8:30 AM, and 1:30 PM - 3:00 PM Monday through Friday while school is in session.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01025

MEASUREMENT

PART 1 GENERAL

1.01 CONTRACTOR'S BID

- A. The work of Contractor's Bid shall include the furnishing of all labor, materials, equipment and incidentals, required to construct the Libby Montana Middle School Track and Recreation Field Improvements.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01046

CONTROL OF WORK

PART 1 GENERAL

1.01 CONSTRUCTION MATERIAL AND EQUIPMENT

- A. Furnish construction material and equipment, which will be efficient, appropriate and large enough to secure a satisfactory quality of work and a rate of progress that will ensure the completion of the work within the Contract Time.

1.02 PRIVATE LAND

- A. Do not enter or occupy private land outside of easements, except by permission of the landowner.

1.03 STRUCTURE AND PAVEMENT LOCATIONS

- A. Locate structures and pavement substantially as indicated on the Drawings. Any conflicts noted by the Contractor shall be brought to the attention of the COTR immediately.

1.04 OPEN EXCAVATIONS

- A. Adequately safeguard all open excavations by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The length or size of excavation will be controlled by the particular surrounding conditions.
- B. Take precautions to prevent injury to the public due to open trenches. Provide adequate light at all open excavations, excavated material, equipment, or other obstacles, which could be dangerous to the public at night.

1.05 MAINTENANCE OF TRAFFIC AND USE OF FIELDS

- A. Place all excavated material so that pedestrian traffic may be maintained at all times.
- B. Field areas not part of this work will continue to be used by the Owner. Use schedules may be obtained through Government. Install temporary safety fence as specified in Section 02100 to delineate areas of work.

1.06 CARE AND PROTECTION OF PROPERTY

- A. The Contractor shall be responsible for the preservation of nearby public and private property and use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, the Contractor shall restore such property to a condition similar or equal to that existing before the damage was done.

1.07 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- A. Assume full responsibility for the protection of all buildings, structures, and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, drains, irrigation and sprinkler systems and electric and telephone cables, whether or not they are shown on the Drawings. Carefully support and protect all such structures and utilities from injury of any kind. Immediately repair any damage resulting from construction operations.
- B. The Contractor shall bear full responsibility for obtaining all locations of underground structures and utilities (including existing water services, drain lines and sewers). Maintain services to buildings and pay costs or charges resulting from damage thereto.
- C. Notify all utility companies in writing at least 72 hours (excluding Saturdays, Sundays and Legal holidays) before excavating in any public way. Also notify Montana U-Dig, Telephone No. 1-800-551-8344 at least 72 hours prior to start of work.
- D. Under no circumstance shall the football field encircled by the track be entered upon or disturbed in any manner by the Contractor in performing the work of this Contract.

1.08 MAINTENANCE OF FLOW

- A. Provide for the flow of utilities and drains interrupted during the progress of the work, and immediately cart away and remove all offensive matter.

1.09 CLEANUP AND DISPOSAL OF EXCESS MATERIAL

- A. During the course of the work, keep the site of operations as clean and neat as possible. Dispose of all residue resulting from the construction work and, at the conclusion of the work, remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and any other refuse remaining from the construction operations and leave the entire site of the work in a neat and orderly condition.
- B. In order to prevent environmental pollution arising from the construction activities related to the performance of this Contract, comply with all applicable Federal, State and local laws and regulations concerning waste material disposal, as well as the specific requirements stated in this Section and in other related Sections.

1.10 FACILITY LAYOUT AND GRADING

- A. Contractor shall employ a Montana Registered Land Surveyor or Montana Professional Engineer to locate property lines and proposed improvements as well as grade stakes.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01170

SPECIAL PROVISIONS

PART 1 GENERAL

1.01 GENERAL OBLIGATIONS OF THE CONTRACTOR

- A. General obligations of the Contractor shall be as set forth in the Contract Documents.

1.02 SITE INVESTIGATION

- A. The Contractor shall satisfy himself as to the conditions existing within the project area, the type of equipment required to perform the work, the character, quality and quantity of the subsurface materials to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the Drawings and related Sections. Any failure of the Contractor to acquaint himself with the available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government assumes no responsibility for any conclusions or interpretation made by the Contractor on the basis of the information made available by the Government.

1.03 COORDINATION WITH LOCAL AGENCIES

- A. Supply the Local Police Department, Fire Department, School Department, and Department of Public Works with the following information.
 - 1. Immediate notification of any drain, sanitary sewer, sprinkler/irrigation, gas or water main breaks.
 - 2. Advance notice of time for connection of new site utilities to existing utilities.
- B. Maintain pavement as specified in Division 2, and provide the Public Works Department and School Department with an address where the Contractor may be reached when not at the site.

1.04 PUBLIC UTILITIES

- A. Comply with the requirements of all Montana Statutes - for excavations in public and private property. Compliance shall include the following:
 - 1. Notify public utility companies in writing at least 72 hours (excluding Saturdays, Sundays and legal holidays) but not more than 30 days before excavating in areas where underground utility plant (pipes, cables, manholes, etc) exist.

2. Provide the Utility Companies with a schedule of the activities in areas where the utilities exist.
 3. Notify utility companies of any damage to their utilities resulting from construction operations.
- B. Notify U-Dig at 1-800-551-8344 at least 72 hours before digging, trenching, blasting, demolishing, boring, backfilling, grading, landscaping or other earth moving operations in any public ways, rights of way and easements.

1.05 PROGRESS SCHEDULE

- A. Submit a progress schedule within 10 days after the notice to proceed to the COTR. The progress schedule shall indicate the times (number of days or dates) for starting and completing the various stages of the work, including any milestones.
- B. The progress schedule shall also include a schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contractor's Bid and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
- C. Review the progress schedule with the COTR on a biweekly basis. The progress schedule shall be adjusted as required.
- D. No progress payment shall be made to the Contractor until schedules are submitted to the COTR.

1.06 PROVISIONS FOR CONTROL OF EROSION

- A. Take sufficient precautions during construction to minimize the wind borne and stormwater run-off of polluting substances such as silt, clay, fuels, oils, bitumens and calcium chloride into the supplies and surface waters of the project area and to adjacent off-site property. Special precautions shall be taken in the use of construction equipment to prevent operations, which promote loss and run-off erosion.
- B. Drainage shall not be disposed of until silt and other sedimentary materials have been removed. Particular care shall be taken to prevent the discharge of unsuitable drainage to a water supply or surface water body.
- C. As a minimum, the following shall apply:
 1. Staked bales of straw and/or silt fence shall be provided at points where drainage from the work site leaves the site, to reduce the sediment content of the water. Sufficient bales of straw shall be provided such that all flow will filter through the straw
 2. Drainage leaving the site shall flow in a manner to prevent erosion.

3. Vegetative stabilization of disturbed areas shall take place as soon as finished grading is complete. Any areas that have been stripped and all soil stockpiles that will remain inactive for more than 30 days must be vegetatively stabilized. This shall be considered part of the work.

1.07 PERMITS

- A. Obtain all necessary permits required for proper execution of the project. Fill out all forms and furnish all drawings required to obtain the permits. A copy of each permit shall be submitted to the COTR. All fees associated with these permits shall be paid by the Contractor as part of the work. Work shall not commence on any phase of the work requiring a permit until the permit is obtained.
- B. Obtain required street opening permits for excavations within streets or sidewalk areas.

1.08 SPECIAL CONSTRUCTION SCHEDULE REQUIREMENTS

- A. Contractors shall conform to the following schedule items. All time limits specified below are measured in days after the effective date of the Contract.
 1. Mobilization shall be completed within 10 days excluding Saturdays, Sundays, and holidays.
 2. Continuous access must be maintained along Ski Road, Education Way and nearby residential properties and utility easements throughout the construction period. Access to areas not under construction must be maintained at all times.

The Middle School track and field facilities shall be available for Owner occupancy within 90 days after the effective date of the Contract.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. This Section specifies the general methods and requirements of submissions applicable to Shop Drawings, Product Data, Samples, and Construction Schedules. Detailed submittal requirements are specified in the technical Sections.
- B. All submittals shall be clearly identified by reference to Section Number, Paragraph, Drawing Number or Detail as applicable. Submittals shall be clear and legible and of sufficient size for presentation of data.

1.02 SHOP DRAWINGS, PRODUCT DATA, SAMPLES

- A. Shop Drawings
 - 1. Shop drawings as specified in individual Sections include, custom-prepared data such as fabrication and erection/installation (working) drawings, scheduled information, setting diagrams, actual shopwork manufacturing instructions, custom templates, special wiring diagrams, coordination drawings, individual system or equipment inspection and test reports including performance curves and certifications, as applicable to the work.
 - 2. All shop drawings submitted by subcontractors shall be sent directly to the Contractor for checking. The Contractor shall be responsible for their submission at the proper time so as to prevent delays in delivery of materials.
 - 3. Check all subcontractor's shop drawings regarding measurements, size of members, materials and details to make sure that they conform to the intent of the Drawings and related Sections. Return shop drawings found to be inaccurate or otherwise in error to the subcontractors for correction before submission thereof.
 - 4. All details on shop drawings shall show clearly the relation of the various parts to the main members and lines of the structure and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the drawings before being submitted.

B. Product Data

1. Product data as specified in individual Sections include, standard prepared data for manufactured products (sometimes referred to as catalog data), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, manufacturer's printed statements of compliances and applicability, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing and printed product warranties, as applicable to the work.

C. Samples

1. Samples specified in individual Sections include, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols and units of work.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Review shop drawings, product data and samples, including those by subcontractors, prior to submission to determine and verify the following:
 1. Field measurements
 2. Field construction criteria
 3. Catalog numbers and similar data
 4. Conformance with related Sections
- B. Each shop drawing, sample and product data submitted by the Contractor shall have affixed to it the following Certification Statement including the Contractor's Company name and signed by the Contractor:
"Certification Statement: by this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements." Shop drawings and product data sheets 11-in x 17-in and smaller shall be bound together in an orderly fashion and bear the above Certification Statement on the cover sheet. The cover sheet shall fully describe the packaged data and include a listing of all items within the package.
- C. Notify the CO/COTR in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.

- D. The review and approval of shop drawings, samples or product data by the CO/COTR shall not relieve the Contractor from the responsibility for the fulfillment of the terms of the Contract.
- E. No portion of the work requiring a shop drawing, sample, or product data shall be started nor shall any materials be fabricated or installed prior to the approval of such item. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to approved shop drawings and data shall be at the Contractor's risk. The Government will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.
- F. Project work, materials, fabrication, and installation shall conform to approved shop drawings, applicable samples, and product data.

1.04 SUBMISSION REQUIREMENTS

- A. Make submittals promptly in accordance with approved schedule and in such sequence as to cause no delay in the Work or in the work of any other contractor.
- B. Each submittal, appropriately coded, will be returned within 15 business days following receipt of submittal by the CO/COTR.
- C. Number of submittals required:
 - 1. Shop Drawings: five copies.
 - 2. Product Data: Four copies.
 - 3. Samples: Submit the number stated in the respective Sections.
- D. Submittals shall contain:
 - 1. The date of submission and the dates of any previous submissions.
 - 2. The Project title and number.
 - 3. Contractor identification.
 - 4. The names of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
 - 5. Identification of the product, with the section number, page and paragraph(s).
 - 6. Field dimensions, clearly identified as such.
 - 7. Relation to adjacent or critical features of the work or materials.
 - 8. Applicable standards, such as American Society for Testing and Materials (ASTM) or Federal Standards numbers.

9. Identification of deviations from Contract Documents.

10. Identification of revisions on resubmittals.

1.05 REVIEW OF SHOP DRAWINGS, PRODUCT DATA, WORKING DRAWINGS AND SAMPLES

A. The review of shop drawings, data and samples will be for general conformance with the design concept and Contract Documents. They shall not be construed as:

1. permitting any departure from the Contract requirements;
2. relieving the Contractor of responsibility for any errors, including details, dimensions, and materials;
3. approving departures from details furnished by the COTR, except as otherwise provided herein.

B. The Contractor remains responsible for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.

C. Submittals will be returned to the Contractor under one of the following codes.

Code 1 - "APPROVED" is assigned when there are no notations or comments on the submittal. When returned under this code the Contractor may release the equipment and/or material for manufacture.

Code 2 - "APPROVED AS NOTED". This code is assigned when a confirmation of the notations and comments IS NOT required by the Contractor. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.

Code 3 - "NOT APPROVED" is assigned when the submittal does not meet the intent of the Contract Documents. The Contractor must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents.

Codes 1 through 3 designate the status of the reviewed submittal with Code 6 showing there has been an attachment of additional data.

D. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall identify all revisions made to the submittals, either in writing on the letter of transmittal or on the shop drawings by use of revision triangles or other similar methods. The resubmittal shall clearly respond to each comment made by the CO/COTR on the previous submission. Additionally, the Contractor shall direct specific attention to any revisions made other than the corrections requested by the CO/COTR on previous submissions.

- E. Partial submittals may not be reviewed. The CO will be the only judge as to the completeness of a submittal. Submittals not complete will be returned to the Contractor and will be considered "Not Approved" until resubmitted. The CO/COTR may at his option provide a list or mark the submittal directing the Contractor to the areas that are incomplete.
- F. When the shop drawings have been completed to the satisfaction of the CO/COTR, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the CO/COTR.

1.06 DISTRIBUTION

- A. Distribute reproductions of approved shop drawings and copies of approved product data and samples, where required, to the job site file and elsewhere as directed by the CO/COTR. Number of copies shall be as directed by the CO/COTR but shall not exceed five.

1.07 GENERAL PROCEDURES FOR SUBMITTALS

- A. Coordination of Submittal Times: Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work of other related Sections, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities. No extension of time will be authorized because of the Contractor's failure to transmit submittals sufficiently in advance of the Work.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01600

DELIVERY, STORAGE AND HANDLING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section specifies the general requirements for the delivery handling, storage and protection for all items required in the construction of the work. Specific requirements, if any, are specified with the related item.

1.02 TRANSPORTATION AND DELIVERY

- A. Transport and handle items in accordance with manufacturer's instructions.
- B. Schedule delivery to reduce long-term on-site storage prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the CO.
- C. Coordinate delivery with installation to ensure minimum holding time for items that are hazardous, flammable, easily damaged or sensitive to deterioration.
- D. Deliver products to the site in manufacturer's original sealed containers or other packing systems, complete with instructions for handling, storing, unpacking, protecting and installing.
- E. All items delivered to the site shall be unloaded and placed in a manner that will not hamper the Contractor's normal construction operation or those of subcontractors and other contractors and will not interfere with the flow of necessary traffic.
- F. Provide necessary equipment and personnel to unload all items delivered to the site.
- G. Promptly inspect shipment to assure that products comply with requirements, quantities are correct and items are undamaged. Notify CO verbally, and in writing, of any problems.

1.03 STORAGE AND PROTECTION

- A. Store and protect products in accordance with the manufacturer's instructions, with seals and labels intact and legible. Instruction shall be carefully followed and a written record of this kept by the Contractor. Arrange storage to permit access for inspection.

END OF SECTION

DIVISION 2 - SITEWORK

SECTION 02100

SITE PREPARATION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to perform the installation of one, 6-lane, 400 meter running track, concrete curbing, resurface one long/triple jump runway, and replace sand in landing pit complete as shown on the Drawings and as specified herein.
- B. Clearing, grubbing, disposal of turf, vegetation, pre-existing bituminous pavement and track material removal shall be performed by other in advance of the work in this contract by the Government's removal contractor under a separate contract.
- C. Backfill and compaction of track shall be performed by other in advance of the work in this contract by the Government's removal contractor under a separate contract as shown on the Drawings.
- D. Protection from injury or defacement of existing pavements, fencing, lights, buried conduit, irrigation and sprinkler systems, lawn areas, building and structure walls, utilities, signs, off site pavements indicated to be retained/protected.
- E. Removal and legal disposal of an incidental excess and unsuitable fill materials and vegetation.
- F. Remove and supply to Government existing catch basin frames and grates that are removed as part of this work.
- G. Furnish and install temporary safety fence.
- H. In areas to remain in their natural condition, Contractor shall also be required to cleanup and remove debris.
- I. Coordinate scheduling of work with the COTR, as portions of the site may remain active during construction.
- J. Coordinate locations for materials staging with COTR to maintain access to portions of the site as needed and as specified in Section 01046.

1.02 RELATED WORK

- A. Special Provisions is included in Section 01170.
- B. Earthwork is included in Section 02200.
- C. Erosion and Sedimentation Control is included in Section 02270.

1.03 SUBMITTALS

- A. Submit for review by the CO/COTR, a comprehensive schedule indicating proposed methods and sequence of operations for site preparation work prior to commencement of actual activities. Utilize Project Schedule Requirements herein.
- B. Complete shop drawings as specified.

1.04 PRESERVATION OF PROPERTY

- A. Any damage to on-site structures, paving, gas, water, sewer, storm drain, electric lights, or any other pipes, mains, conduits, overhead or underground utility wire, fences, buildings, and any other property shall be corrected at no cost to the Government. Should any damage or injury be caused by the Contractor or anyone in his employ, or by work under this Contract, the Contractor shall at his own expense, make good such damage and assume responsibility for such damage and assume responsibility for such injury without cost to the Government.

PART 2 PRODUCTS

2.01 TEMPORARY SAFETY FENCE

- A. Temporary safety fence shall be bright orange, four feet high, flexible plastic lightweight safety fence to identify work area.
- B. Temporary safety fence shall be Carsonite Flexible Fencing, flexible safety fencing CFF-AP, orange, 48-in high with fence post ties and poly rope or cable through the top fence line, or equal.

2.02 TREE PROTECTION

- A. All trees designated for preservation shall be protected from vehicular traffic and shall not have construction materials placed within the limits of the canopy. Trees and the areas under their perimeter drip lines shall be protected with construction fencing and other means as directed by the Government. Contractor shall take special care to protect root zone area of all trees from compaction and disturbance.

PART 3 EXECUTION

3.01 PROJECT SCHEDULE REQUIREMENTS

- A. Conform to project schedule requirements in Section 01010.

3.02 EXISTING CONDITIONS

- A. Existing materials shall have been removed and disposed to a depth sufficient to accommodate a complete, continuous installation of new subsurface and surfacing materials including complete base preparation as shown on the Drawings and as specified herein.
- B. All materials to be relocated shall be cleaned and stored in a secure, dry location upon removal.

- C. All materials to be turned over to the Government shall be cleaned and stored in a location approved by the Government.

3.03 PROTECTION

- A. Maintain protection until all work in the vicinity has been completed.
- B. Protect existing improvements indicated on the Drawings to remain in place. At completion of site clearing work, restore any damaged improvements to their original condition.

3.04 ACCESS

- A. Restrict construction activities to those areas within the limits of construction designated on the Drawings, within public rights of way, and within easements provided by the Government. Adjacent properties and improvements thereon, public or private, which become damaged by construction operations shall be promptly restored to their original condition.
- B. Areas outside the limits of work shall be protected from damage and no equipment or materials shall be stored in these areas.

3.05 TEMPORARY SAFETY FENCE

- A. Prior to grading activities, install and maintain throughout construction and until final acceptance all temporary safety fence in the areas shown on the Drawings and as approved by the COTR, to separate construction activities from portions of the site that are actively used by the Owner.
- B. Install according to manufacturer's instructions and as approved by the COTR.
- C. At final acceptance temporary safety fence materials shall become property of the Government. Contractor shall remove fence posts and materials, roll up fence and haul all materials to an approved location for storage. Stack and store in a neat, orderly manner.
- D. Examine and repair vandalized, broken or downed fence on a daily basis and immediately after windy weather.

3.06 SITE SECURITY

- A. Contractor shall be responsible to erect suitable temporary safety fencing to secure work areas from public access during construction.
- B. Contractor shall allow public access to areas of the site not receiving work, unless otherwise approved by Government.

END OF SECTION

DIVISION 2 - SITEWORK

SECTION 02200

EARTHWORK

PART 1 GENERAL

1.00 STATUTORY REQUIREMENTS

- A. All excavation, trenching, sheeting, bracing, etc shall comply with the requirements of OSHA excavation safety standards (29 CFR Part 1926.650 Subpart P) and all applicable Federal State and local requirements. Where conflict between OSHA, State and local regulations exists, the most stringent requirements shall apply.
- B. The Contractor shall notify U-Dig at 1-800-551-8344 at least 72 hour prior to start of any excavation activities.

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and perform all excavation work and grading; place and compact backfill materials; place and grade topsoil in disturbed areas; and dispose of any incidental unsuitable, waste and surplus materials as shown on the Drawings and as specified herein.
- B. The work shall include, but not necessarily be limited to: excavation for track curb, fine grading of 6-inch crushed stone base course layer for asphalt track, paving, and all other items shown on drawings and described herein, including disposal of waste materials; and all related work.
- C. Topsoil provided and placed under this Section by the Contractor on disturbed areas immediately adjacent to track excavations. The disturbed areas shall receive new athletic field blend mix and topsoil as specified in Section 02930.
- D. Wherever the requirement for 95% compaction is referenced to herein, it shall mean "at least 95 percent of maximum density as determined by ASTM D1557, Method D".

1.02 RELATED WORK

- A. Site Preparation is included in Section 02100.
- B. Pavement is included in Section 02575.
- C. Loaming and Seeding is included in Section 02930.

1.03 SUBMITTALS

- A. Submit to the CO, in accordance with Section 01300, the proposed methods of construction, including excavation, excavation support systems designs, backfilling and filling and compaction for the various portions of the work. Excavation support system designs shall be prepared by a licensed professional engineer, registered in the state in which the work is located, having a minimum of 5 years of professional experience in the design and construction of excavation support systems. Review will be for information only. Contractor shall remain responsible for adequacy and safety of construction means, methods, and techniques.
- B. Submit to the CO/COTR, in accordance with Section 01300, complete product data for materials specified in this Section including, but not necessarily limited to, one (1) pint sample of landing pit sand.
- C. For each non-structural fill material, the Contractor shall also submit a representative grain size analysis to the No. 200 sieve. All testing shall be performed by an experienced soils testing laboratory at the Contractor's own expense.
- D. Compaction test documentation of backfill materials placed in the track excavation by the removal contractor shall be provided to the track construction contractor awarded this work.

1.04 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM D698 - Test Method for Laboratory Compaction Characteristics of Soils Using Standard Efforts.
 - 2. ASTM D1557 - Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort.
 - 3. ASTM C33 - Standard Specification for Concrete Aggregates.
- B. Montana Department of Transportation and Montana Transportation Commission Standard Specifications for Road and Bridge Construction, latest edition (MSSRBC).
- C. Where reference is made to one of the above standards, the revision in effect at the time of proposal due date shall apply.

1.05 QUALITY ASSURANCE

- A. Prior to completion of filling, and during such placement, Contractor shall perform soils compaction testing as specified herein. The COTR may select areas for testing the degree of compaction obtained. The Contractor shall cooperate fully in obtaining the information desired.
- B. Payment for testing will be made by the Contractor. If test results are unsatisfactory, all costs involved in correcting deficiencies in compacted materials will be borne by the Contractor.

1.06 CONSTRUCTION CONTROL

- A. Contractor is responsible for all construction layout and reference staking necessary for the proper control and satisfactory completion of the track, all structures, cutting, filling, grading, fencing, curbing, and all other appurtenances required for the completion of the construction work and acceptance of the Contract as specified and as shown on the Drawings.
- B. All construction layout and staking shall be performed by a Professional Land Surveyor or Professional Engineer registered by the State of Montana, experienced and skilled in athletic track construction layout and staking of the type required under this Contract.
- C. The COTR will furnish the Contractor with control points, bench marks and other data as may be necessary for the construction staking and layout.
- D. The Contractor shall be responsible for the placement and preservation of adequate ties to all control points necessary for the accurate re-establishment of all base lines or center lines shown on the Drawings.
- E. The COTR may check the control of the work as established by the Contractor, at any time as the work progresses. The Contractor will be informed of the results of these checks but in so doing, the COTR in no way shall relieve the Contractor of his responsibility for the accuracy of the layout work.

1.07 DEFINITIONS

- A. Where the phrase "in-the-dry" is used in this Section, it shall be defined to mean a soil condition such that the in-place moisture content of the soil at that time is no more than two percentage points above the optimum moisture content of that soil as determined by the laboratory test of the moisture-density relation appropriate to the specified level of compaction.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Materials designated for use in this Section are specified in Section 02270 and 02930 and herein.
- B. Sand for concrete, grout, and masonry shall conform to ASTM C33 for fine aggregate.
- C. Sand for field event landing pits shall be in accordance with NFHS standards. Sand not used for soil amendment shall consist of clean, inert, hard, durable grains of quartz or other hard, durable rock, free from loam or clay, surface coatings, and deleterious materials. Sand shall conform to ASTM C33 for fine aggregate.

D. Sandy gravel fill material for use under loam shall conform to Section 701.02.8, Grade 5A of MSSRBC. Submit sample for CO's approval prior to delivery to the site.

E. Geotextile Subsurface Drainage Fabric

1. Geotextile filter fabric used at trenches shall be non-woven Mirafi 140NS by Mirafi Inc. or equal as approved by the CO. Fabric shall meet or exceed the following standards:

- | | | | |
|----|------------------|------------|-------------------|
| a. | Grab Tensile | ASTM D1682 | 140 lbs. |
| b. | Puncture | | ASTM D3787 50 psi |
| c. | Trapezoidal Tear | ASTM D1117 | 75 lbs |
| d. | Permeability | | 1.0 cm/sec |

F. Loam defined in Section 02930.

PART 3 EXECUTION

3.01 PREPARATION

A. Test Pits

1. Perform exploratory excavation work (test pits) for the purpose of verifying the location of underground utilities and structures and to check for unknown utilities and structures, prior to commencing excavation work.
2. Test pits shall be backfilled as soon as the desired information has been obtained. Backfilled surfaces shall be stabilized in accordance with approved erosion and sedimentation control plans.

3.02 EXCAVATION SUPPORT

- A. Furnish, install, monitor and maintain excavation support (e.g., shoring, sheeting, bracing, trench boxes, etc) as required by Federal, State or local laws, ordinances, regulations and safety requirements. Support the sides of excavation, to prevent any movement which could in any way reduce the width of the excavation below that necessary for proper construction and protect adjacent structures from undermining, settlement or other damage. Take care to prevent the formation of voids outside of sheeting. If voids occur behind sheeting, immediately backfill and compact the voids with common fill material. Voids in locations that cannot be properly compacted upon backfilling shall be filled with lean concrete.
- B. Excavation supports shall be carefully removed in such manner so as not to endanger the Work or other adjacent structures, utilities, or property. All voids left or caused by withdrawal of supports shall be immediately filled with sand and compacted.

3.03 GENERAL PROCEDURES

- A. The surfaces of filled areas shall be graded to smooth true lines, strictly conforming to grades indicated on the grading plan, and no soft spots or uncompacted areas will be allowed in the work.
- B. Fill and level all trenches at the end of the day.
- C. Protect all existing features to remain. Hand excavate around all items to remain including where utilities must be verified.
- D. If existing facilities require temporary removal in order for the work to proceed, such as fences, walkways, etc., that shall be accomplished by the Contractor at no additional cost to the Government. Restoration of the facility shall be to a similar or better condition than the conditions before removal.
- E. Grading activity shall be performed to the lines, grades, and elevation shown on the plans and staked in the field as outlined in Section 02930 and shall be made in such a manner that the requirements for formation of the final grade can be followed.
- F. During the process of grading, the grade shall be maintained in such a condition that it will be well drained at all times.
- G. No payment will be made for suitable materials removed, manipulated or replaced in order to obtain density and finished grades. Any removal, manipulation, aeration, replacement and recompaction of suitable materials necessary to obtain the required grades shall be considered as incidental to the field construction operations and shall be performed by the Contractor at no additional cost to the Government.
- H. No pavement patches shall be allowed for pavement damage. Damaged pavement outside limits of work and repavement shall be fully repaired with new binder and surface course as specified in Section 02575 to the limits agreed upon by the CO/COTR.

3.04 FILL AND BACKFILL PROCEDURES

- A. Fill required beneath pavements or slabs on grade shall be placed and compacted in even lifts of 6-inches (compacted thickness).
- B. All backfill materials shall be placed at a moisture content within two percent of the optimum moisture content and shall be compacted to the required percent of the maximum dry density of the material as determined by ASTM D1557.

3.05 COMPACTION REQUIREMENTS

- A. Embankments (except under roadways), lawn or unimproved areas: Compact the top 6-in of existing subgrade and each layer of fill or backfill to a minimum of 92 percent standard proctor (ASTM D698) at or near its optimum moisture content (minus 1 to plus 4 percent).

- B. Roads, paved areas and roadway embankments: Compact the top 12-in of existing subgrade and each layer of fill or backfill to a minimum of 98 percent modified proctor (ASTM D1557) at or near its optimum moisture content (minus 2 to plus 3 percent).
- C. Pathways and concrete slabs: Compact the top 6-in of existing subgrade (and each 6-in layer of fill if applicable) to a minimum of 95 percent modified proctor (ASTM D1557) at or near its optimum moisture content (minus 2 to plus 3 percent).

3.06 QUALITY CONTROL DURING PLACEMENT

- A. The Contractor shall retain the services of an experienced geotechnical testing laboratory to provide a Troxler certified field technician to monitor, document, and report to the CO/COTR on placement and compaction of all backfill materials. Actual test locations shall be documented and provided to the CO/COTR with test data.
- B. In the event that test results fail to meet the minimum compaction requirements, the lift of fill within an area represented by the failed test location shall be removed and replaced with suitably compacted material at the Contractor's expense. The lift of fill material within the failed area may be removed, dried out, replaced, and recompact if it meets the material requirements for that area.
- C. The Contractor shall submit a survey plan with final elevations of top of subgrades to the CO/COTR prior to installing finished surface materials.

3.07 DISPOSAL OF UNSUITABLE, WASTE AND/OR SURPLUS EXCAVATED MATERIAL

- A. Unsuitable, and waste materials excavated shall be removed and disposed of off-site. Suitable fill material obtained from on-site excavation may be stockpiled in an area within the limits of construction as shown on the Drawings that does not disrupt construction activities, create any nuisances or safety hazards, or otherwise restrict access to the work site.

3.08 GRADING

- A. Grading shall be performed to the lines and grades shown on the Drawings. All objectionable material encountered within the limits indicated shall be removed and disposed of. Subgrades shall be completely and continuously drained and dewatered throughout the grading process. Install temporary drains, drainage ditches, etc, to intercept or divert surface water, which may affect the execution or condition of grading work.
- B. If at the time of grading it is not possible to place any material in its proper section of the Work, it shall be stockpiled in approved areas for later use. No extra payment will be made for the stockpiling or double handling of excavated material.

- C. Stones or rock fragments larger than 1-1/2-inch in their greatest dimensions will not be permitted within the top 12-inches of the finished grade of fills.
- D. In cut areas, all loose or protruding rocks in slopes shall be removed to line or finished grade of the slope. All cut and fill slopes shall be uniformly dressed to the slope, cross-section and alignment shown on the Drawings unless otherwise directed by the Engineer.

3.09 PAVEMENT REMOVAL

- A. Removed pavement materials may be used as fill material only in areas as designated by the CO/COTR.

3.10 BACKFILLING LANDING PIT SAND

- A. Landing pit sand shall not be compacted, but shall be raked so that the surface is smooth and even.

END OF SECTION

DIVISION 2 - SITEWORK

SECTION 02270

EROSION AND SEDIMENTATION CONTROL

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and perform all installation, maintenance, removal and area cleanup related to erosion and sedimentation control work as shown on the Drawings and as specified herein. The work shall include, but not necessarily be limited to; installation of staging areas, sediment fences, stone filter boxes, stone filter berms, sediment removal and disposal, device maintenance, removal of temporary devices, temporary mulching, erosion control blanket installation and final cleanup.

1.02 RELATED WORK

- A. Site Preparation is included in Section 02270.
- B. Earthwork is included in Section 02200.
- C. Loaming, Seeding and Sodding is included in Section 02930.

1.03 SUBMITTALS

- A. Submit to the CO/COTR, in accordance with Section 01300, within 10 days after award of Contract, technical product literature for all commercial products to be used for erosion and sedimentation control including tackifier.

1.04 QUALITY ASSURANCE

- A. Be responsible for the timely installation and maintenance of all erosion and sedimentation control devices necessary to prevent the movement of sediment from the construction site to off site areas or into open bodies of water or wetlands or jurisdictional areas via surface runoff or underground drainage systems. Measures necessary to prevent the movement of sediment off site shall be installed, maintained, removed, and cleaned up at the expense of the Contractor. No additional charges to the Government will be considered.
- B. Erosion and sedimentation control measures shall conform to the requirements outlined in the Montana DEQ Stormwater Program Erosion Control Plan, latest edition.

PART 2 PRODUCTS

2.01 MATERIALS

A. Sediment Fence

1. Steel posts shall be a minimum of 5-ft in length, 2-1/2-inches by 2-1/2-inches by 1/4-inch angle post with self-fastening tabs and a 5-inches by 4-inches (nominal) steel anchor plate at bottom.
2. Welded wire fabric shall be 4-inches by 4-inches mesh of 12 gauge by 12 gauge steel wire.
3. Sediment fence fabric shall be a woven, polypropylene, ultraviolet resistant material such as Mirafi 100X by Mirafi Inc., Pendergrass, GA or equal.
4. Tie wires for securing sediment fence fabric to wire mesh shall be light gauge metal clips (hog rings), or 1/32-inch diameter soft aluminum wire.
5. Prefabricated commercial sediment fence may be substituted for built-in-field fence. Prefabricated sediment fence shall be "Envirofence" by Mirafi Inc., Pendergrass, GA or equal.

B. 1/4-inch woven wire mesh shall be galvanized steel or hardware cloth.

C. Straw mulch shall be utilized on all newly graded areas to protect areas against washouts and erosion. Straw mulch shall be comprised of threshed straw of oats, wheat, barley, or rye that is free from noxious weeds, mold or other objectionable material. The straw mulch shall contain at least 50 percent by weight of material to be 10-inches or longer. Straw shall be in an air-dry condition and suitable for placement with blower equipment.

D. Latex acrylic copolymer or organic tackifier shall be commercially manufactured and shall be used as straw mulch tackifier.

E. An asphalt tackifier shall only be used when temperatures are too low to allow the use of a latex acrylic copolymer and only with prior written approval from the CO/COTR.

F. Erosion control blanket shall be a porous, biodegradable geotextile matting specifically manufactured to retain soil moisture, to hold soil temperatures and to generally stabilize soils where stormwater flows in channels, swales or recently planted slopes. Blanket shall be manufactured and constructed by weaving or bonding fibers made from synthetic and /or natural, biodegradable materials. Matting shall be straw, a combination of straw and coconut fiber or coconut fiber preformed into sheets and delivered to the site in rolls. Netting shall be biodegradable plastic or cotton and used to hold the woven materials together. Blanket shall be a 100% straw matrix sewn into a lightweight, photo degradable net, and shall be model no. S75 blanket by North American Green, Evansville, IN or equal.

G. Staked hay bales shall be made of straw of oats, wheat, barley, rye or natural hay and shall be utilized to control sediment runoff during construction and ground stabilization activities.

H. Dust Control

1. Several materials may be used for dust control, including temporary mulch, spray on adhesives or tackifiers, such as biodegradable water based emulsions or natural tree resin in water sprayed onto mineral soil, sprinkling water, crushed stone or wind barrier in the form of sediment fence or snow fence.
2. Trucks hauling fill materials to or from the site shall be covered with a tarpaulin and equipped with refuse gates that prevent material from dropping while the vehicle is moving.

PART 3 EXECUTION

3.01 GENERAL

- A. Prior to installation, locations of erosion and sedimentation control measures shall be staked in the field by the Contractor for review and approval by the CO/COTR.
- B. Install and maintain all erosion and sedimentation control measures necessary to prevent the movement of sediment-laden water or wind blown dust from the construction site to off site areas or into the subsurface stormwater distribution system. Measures in addition to those as indicated, necessary to prevent the movement of sediment or dust as a result of the Contractor's activities shall be installed, maintained, removed and cleaned up at no additional cost to the Government.

3.02 INSTALLATION

A. Sediment Fence Installation

1. Sediment fences shall be positioned as indicated on the Drawings and as necessary to prevent off site movement of sediment produced by construction activities as directed by the CO/COTR.
2. Dig trench approximately 6-inches wide and 6-inches deep along proposed fence lines.
3. Drive metal-stakes, 8-ft on center (maximum) at back edge of trenches. Stakes shall be driven 2-ft (minimum) into ground.
4. Hang 4 by 4 woven wire mesh on posts, setting bottom of wire in bottom of trench. Secure wire to posts with self-fastening tabs.
5. Hang filter fabric on wire carrying to bottom of trench with about 4-inches of fabric laid across bottom of trench. Stretch fabric fairly taut along fence length and secure with tie wires 12-inches on center both ways.
6. Backfill trench with excavated material and tamp.

7. Install pre-fabricated sediment fence according to manufacturer's instructions.

B. Staging areas and access ways shall be surfaced with a minimum depth of 6-inches of crushed base course.

C. Hay Bale Installation

1. Place bales in 4-inch deep trench with none of the wire/twine binding in direct contact with the soil.
2. Each bale shall abut tightly against the adjacent bale and be securely anchored by wooden stakes driven through the bale and into the ground at least one foot.
3. Loose straw shall be tightly packed into any open spaces existing between the bales.
4. After the bales are securely installed in the trench, the barrier's upstream side shall be backfilled and compacted as shown on the Drawings to prevent piping.

3.03 MAINTENANCE AND INSPECTIONS

A. Inspections

1. Make a visual inspection of all sedimentation control devices once per week and promptly after every rainstorm. If such inspection reveals that additional measures are needed to prevent movement of sediment, promptly install additional devices as needed. Erosion and sediment controls in need of maintenance shall be repaired promptly.

B. Device Maintenance

1. Sediment Fences and Hay Bales

- a. Remove accumulated sediment once it builds up to 1/2 of the height.
- b. Replace damaged hay bales, or patch sediment fence with a 2-ft minimum overlap.
- c. Make other repairs as necessary to ensure that the device is filtering all runoff directed to lower elevations.

2. Stone Filter Berm

- a. Muck out trapped silt from dewatering operations when it has built up to within 6-inches of the top of the berm.
- b. Replace crushed stone filter when saturated with silt.

3. Add crushed stone to access ways and staging areas as necessary to maintain a firm surface free of ruts and mud holes.

3.04 TEMPORARY MULCHING

- A. Apply temporary mulch to areas where rough grading has been completed but final grading is not anticipated to begin within 7 days of the completion of rough grading.
- B. Straw mulch shall be applied at rate of 100 lbs/1000 sq ft and tackified with latex acrylic copolymer at a rate of 1 gal/1000 sq ft diluted in a ratio of 30 parts water to 1 part latex acrylic copolymer mix.

3.05 DUST CONTROL

- A. Control dust on exposed areas of athletic fields, haul roads, temporary access ways, construction routes or other construction areas subject to surface dust movement and blowing dust.
- B. Respray areas as necessary to keep dust to a minimum.

3.06 STABILIZED CONSTRUCTION ENTRANCE

- A. Install stabilized construction entrance with materials specified herein and in the location and dimensions indicated.

3.07 REMOVAL AND FINAL CLEANUP

- A. Once the site has been fully stabilized against erosion, and all sediment producing areas are stabilized as approved by the Government, remove sediment control devices and all accumulated silt. Dispose of silt and waste materials in proper manner to an off site location.
- B. Regrade all areas disturbed during this process and stabilize against erosion with surfacing materials as indicated on the Drawings.

END OF SECTION

DIVISION 2 - SITEWORK

SECTION 02575

PAVEMENTS, CURBS, AND APPURTENANCES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to furnish and install bituminous pavements including, but not limited to running track base and surface courses, overlay pavement of existing long jump/triple jump runway, new pavement, pavement repair, and permanent overlay top course pavement onto existing base and subbase materials as shown on the Drawings and as specified herein.
- B. Line painting and pavement markings shall be furnished and installed in areas shown on the Drawings and as specified Section 02870.
- C. Streets, driveways, parking areas or sidewalk pavements damaged or disturbed by the Contractor's operations shall be repaired, replaced, or restored in accordance with the requirements specified herein and as directed for the respective type of pavement replacement and in a manner satisfactory to the Government.
- D. Bituminous concrete pavements and pavement overlay areas shall be composed of layered thicknesses as specified herein.

1.02 RELATED WORK

- A. Site Preparation is included in Section 02100.
- B. Earthwork is included in Section 02200.
- C. Track System and Field Event Appurtenances is included in Section 02870.
- D. Loaming, Seeding and Sodding is included in Section 02930.
- E. Concrete is specified in Section 03301.

1.03 SUBMITTALS

- A. Submit to the CO/COTR, in accordance with Section 01300, shop drawings showing proposed mix for all bituminous concrete paving materials and courses to be used on the project, along with evidence that the asphalt tack coat and other materials meet requirements specified herein.
- B. Submit to the CO/COTR a sieve analysis of recycled base material if proposed for use in this project.

1.04 REFERENCE STANDARD

- A. Except as otherwise specified herein, the material and construction shall be in accordance with the Montana Standard Specifications for Road and Bridge Construction (MSSRBC), latest edition, including all addenda.
- B. American Association of State Highway and Transportation Officials (AASHTO)
 - 1. AASHTO M144 - Standard Specification for Magnesium Chloride
- C. Where reference is made to one of the above standards, the revision in effect at the time of the proposal due date shall apply.

1.05 QUALIFICATIONS/SPECIAL REQUIREMENTS

- A. A contractor with minimum 5 years of pavement installation experience for asphalt road and highway surfaces shall install track pavement. See Section 02870.
- B. The finished surface of the binder course and finished surface course shall not vary more than 1/4-inch in 10-ft when measured with a 10-ft straightedge in any direction.

PART 2 PRODUCTS

2.01 PAVEMENT MATERIALS

- A. Bituminous Asphalt Paving shall be Class I, as specified in Sections 401 of the above reference standard and constructed to the rolled thicknesses shown on the Drawings for the following mixes:
 - 1. Bituminous asphalt pavements for track shall be composed of a single 1-inch (minimum compacted thickness) base course and 1-inch (minimum compacted thickness) surface course.
 - 2. Bituminous asphalt overlay pavement for existing long jump/triple jump runway shall be composed of a single 1-1/4-inch (minimum compacted thickness) surface course.
 - 3. Binder course of hot plant mix asphalt shall have a maximum aggregate size of 3/8-inch to 3/4-inch. Surface course of hot plant mix asphalt shall have a maximum aggregate size of 3/8-inch.
 - 4. Binder and surface course track pavements shall be thoroughly compacted by breakdown rolling with a powered steel wheel tandem roller weighing not less than six (6) tons. Finish rolling shall be done with a powered steel wheel roller weighing not less than one (1) ton.
- B. Magnesium chloride shall meet AASHTO M-144 and shall be spread wherever directed to allay dust conditions. The sprinkling of water in lieu of magnesium chloride for dust control may be employed if it provides adequate dust suppression.

- C. Stone drive and walkway materials shall be dense graded material conforming to Section 02200.

PART 3 EXECUTION

3.01 PAVING - GENERAL

- A. Bituminous asphalt pavement shall be installed in accordance with Section 401 and 402 of the above referenced standards.
- B. Bituminous mixtures shall be placed on the approved base only when the course is sufficiently dry and weather conditions are suitable.
- C. Mixture shall be placed in one course. Each course shall be spread and finished as required in the referenced standard.
- D. The pavement course shall be placed and compacted by steel-wheeled rollers of sufficient weight to thoroughly compact the bituminous concrete. Where necessary, the new pavement shall be rolled smooth and even with the existing pavement.
- E. Prior to installation of the bituminous asphalt pavement for running track, a meeting shall be conducted as noted in Section 02870 of these specifications.
- F. Maintain pavement under this Contract during the guarantee period of 1 year and promptly refill and repave areas, which have settled or are otherwise unsatisfactory for use at no additional cost to the Government.
- G. All pavement thicknesses referred to are compacted thicknesses. Place sufficient mix to ensure that the specified thickness of pavement occurs wherever called for.
- H. When required, remove existing pavement by saw, pneumatic hammer or wheel, cutting edges of trenches to be repaved.
- I. Hose clean all road surfaces after backfilling and before any surfacing, but in no case will pavement be placed until the gravel base is dry and compacted to at least 95 percent maximum density at optimum moisture content.
- J. Top elevation of all subsurface utility castings including frames, grates and utility boxes shall be set at finish grade. At no time shall castings be allowed to protrude above the finish grade of pavements or surrounding finish grades.
- K. Furnish and spread magnesium chloride on disturbed surfaces to allay dust conditions in accordance with requirements established herein.
- L. The contact surfaces of castings and other structures shall be painted with a tack coat.
- M. After the paving mixture has been properly spread, initial compaction shall be obtained by the use of power rollers weighing not less than 240 lbs/inch width of tread.

- N. Final compaction of the surface shall be accomplished by rollers weighing not less than 285 lbs/inch width of tread. Along curbs, structures and all places not accessible with a roller, the mixture shall be thoroughly compacted with tampers. Such tampers shall not weigh less than 25 lbs and shall have a tamping face of not more than 50 square inch. The surface of the mixture after compaction shall be smooth and true to the established line and grade.
- O. When the air temperature falls below 50 degrees F, extra precautions shall be taken in drying the aggregates, controlling the temperatures of the materials and placing and compacting the mixtures.
- P. No mixtures shall be placed when the air temperature is below 40 degrees F, or when the material on which the mixtures are to be placed contains frost.
- Q. No vehicular use or loads shall be permitted on the newly completed pavement until adequate stability has been attained and the material has cooled sufficiently to prevent distortion or loss of fines. If the climatic or other conditions warrant it, the period of time before opening to use may be extended at the discretion of the Government.
- R. All pavements shall be laid over a prepared subbase, thoroughly compacted and shaped to the required grade and cross section as shown on the Drawings as completed by the Government's removal contractor under a separate contract.
- S. Bituminous asphalt pavement for the polyresin track shall have a maximum lateral inclination of 1:100 and a maximum downward inclination in the running direction of 1:1000.
- T. Where new concrete sidewalks or bituminous concrete patches or access roads meet existing pavements, create straight, clean and smooth transitions between pavements by saw cutting and patching existing pavements where necessary and matching finish grades of all pavements.
- U. Finish grade of all pavements shall have positive drainage. Ponds, puddles, depressed areas or grades creating "bird baths" deeper than 1/8-inch will not be accepted, and such pavements shall be removed and reinstalled at the expense of the Contractor.
- V. Finish all edges with a neat, continuous tamped edge.

3.02 PAVEMENT SETTLEMENT

- A. If points of settlement or holes appear in the pavement, the Contractor shall repair at no additional cost to the Government.

3.03 STONE DRIVE PAVEMENTS

- A. Install path and drive in two compacted layers as specified in Section 02200.
- B. Path and drive preparation shall include removing, reshaping, or supplementing existing fill materials with subbase fill material as required to achieve full depth of new path materials.

3.04 GUARANTEE/WARRANTY

- A. All pavement materials placed shall be maintained for one year, following date of acceptance by the Government. During this period, all areas that have settled or are unsatisfactory for use shall be refilled and replaced at the direction of the Government.
- B. All pavements, joint and filler, and pavement sealer shall be guaranteed against defects in workmanship and quality for a period of one year after final acceptance. Contractor shall repair at no cost to the Government.

END OF SECTION

DIVISION 2 - SITEWORK

SECTION 02830

CHAIN LINK FENCES AND GATES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals necessary to accomplish and install the chain link fence, gates and as shown on the Drawings and as specified herein.
- B. Chain link fence removed in order to complete the work, as shown on the Drawings, or damaged in performing the work, shall be replaced with new materials as specified.

1.02 RELATED WORK

- A. Site preparation is included in Section 02100.
- B. Earthwork is included in Section 02200.
- C. Concrete is included in Section 03301.

1.03 SUBMITTALS

- A. Shop Drawings - The Contractor shall submit copies of all required shop drawings and fabrication details to the CO/COTR.
 - 1. Chain link fence and gates: Shop drawings and fabrication details showing surface material, height of fence, post spacing, dimension of concrete footings, gate and end posts, gate latches and locks, line post and rail details, dimensions of fence fabric, fabrication process and attachments.
- B. Samples - The Contractor shall submit samples of chain link fence fabric with post, cap and rail with ties and all connectors to the CO/COTR.
- C. Prior to installation, the Contractor shall supply certification from the manufacturer that all fence materials used fully comply with the specifications.

1.04 REFERENCE SPECIFICATIONS

- A. Where reference is made to one of the following standards, the revision in effect at the time of the proposal due date shall apply. References herein to any technical society, organization, group or body are made in accordance with the following:

1. ASTM American Society for Testing and Materials

A123-Zinc-Coated (Hot-Dip Galvanized) Coatings on
Iron and Steel Products

A370-Mechanical Testing of Steel Products

A392-Zinc Coated Steel Chain Link Fence Fabric

A570-Hot Rolled Sheet and Strip, Structural Quality

A817-Metallic-Coated Steel Wire for Chain Link Fence Fabric

F552-Terminology Relating to Chain Link Fabric

F567-Installation of Chain Link Fence

F626-Fence Fittings

F900-Industrial and Commercial Swing Gates

F934-Standard Colors for Polymer Coated Chain Link Fence Materials

F1043-Specifications for Strength and Protective Coatings on Metal
Industrial Chain Link Fence Framework

F1083-Pipe, Steel, Hot-Dipped Zinc Coated (Galvanized) Welded for
Fence Structures

2. AWS American Welding Society

3. State of Montana, Department of Transportation and Montana
Transportation Commission, Standard Specifications for Road and
Bridge Construction, latest edition.

1.05 DELIVERY, STORAGE AND HANDLING

- A. All chain link fence materials shall be delivered, stored and handled so as to preclude damage of any nature.

PART 2 PRODUCTS

2.01 GENERAL

- A. Posts for all fences, gates and backstop shall be anchored directly into new concrete footings as shown on the Drawings.

2.02 CHAIN LINK FENCE

A. Fence Posts and Rails

1. Posts shall be of sufficient length to allow for installation depth of approximately 3-ft below finish grade and shall be spaced in the line of fence not further apart than 10-ft on center.
2. All fences shall have a continuous top rail with length not greater than 18-ft and fitted with hot-dipped galvanized steel PVC coated sleeves or couplings for connecting the lengths into a continuous run. Coupling shall not be less than 6-inches long with 0.070-inch minimum wall thickness and shall allow for expansion and contraction of the rail.
3. Boulevard socket-type clamps or other approved means shall be provided for attaching the top rail to each gate, corner, pull, and end post.
4. Bottom rails shall be provided between all posts with means for attaching rail to each post. Center rails shall be provided at approximately mid-height of the fabric on corner, end, pull and gate posts where fabric is 6-ft or higher. Each gate, corner, pull and end post shall also have a truss consisting of a rod not less than 5/16-inch nominal diameter from the line post back to the gate, corner, pull or end post, with a turnbuckle or other equivalent provision for adjustment.

Sizes:

Corner, Gate, Pull and Terminal Posts:

- 12-ft high fence - (4.0-inch OD) @ 8.65 lb/lf
- 8-ft high fence - (2.875-inch OD) @ 5.79 lb/lf
- 6-ft high fence - (2.875-inch OD) @ 5.79 lb/lf
- 4-ft high fence - (2.875-inch OD) @ 5.79 lb/lf

Backstop Posts - (6.620 inch OD) @ 18.02 lb/lf

Line Posts:

- 12-ft high fence - (4.000-inch OD) @ 8.65 lb/lf
- 8-ft high fence - (2.375-inch OD) @ 3.65 lb/lf
- 6-ft high fence - (2.375-inch OD) @ 3.65 lb/lf
- 4-ft high fence - (2.375-inch OD) @ 3.65 lb/lf

Top, Center and Bottom Rails and Braces:

30-ft high fence* - (1.66-inch OD) @ 2.27 lb/lf
20-ft high fence* - (1.66-inch OD) @ 2.27 lb/lf
12-ft high fence* - (1.66-inch OD) @ 2.27 lb/lf
10-ft high fence* - (1.66-inch OD) @ 2.27 lb/lf
8-ft high fence**- (1.66-inch OD) @ 2.27 lb/lf
6-ft high fence**- (1.66-inch OD) @ 2.27 lb/lf
4-ft high fence*** - (1.66-inch OD) @ 2.27 lb/lf

* all posts with a center rail

** no center rail required at line posts, but
center rail is required at corner, gate, pull and
terminal posts.

*** no center rail required

B. Fence Fabric

1. Fence fabric shall be one, single continuous unit of specified dimension as shown on the Drawings. Fabric shall be steel chain link conforming to ASTM A392, A817, and F552 and height of fabric shall have a permissible variation of plus or minus one inch.
2. Fabric for all fences and first 12-ft of backstop shall be standard Heavy Industrial Grade 6 gauge (0.192-inch) coated steel; 2-inch mesh with zinc coating (Class 2) weight of not less than 2.00 oz/sf of uncoated wire surface hot-dipped galvanized after fabrication and prior to PVC coating.
3. Fabric for backstop beyond 12-ft from ground shall be standard Heavy Industrial Grade 9 gauge (0.148-inch) coated steel, 2-inch mesh with zinc coating (Class 2) weight of not less than 1.20 oz/sf of uncoated wire surface hot-dipped galvanized after fabrication and prior to PVC coating.
4. Fabric shall have top and bottom selvage knuckled.
5. Each roll shall be clearly identified as to the type and class of metallic coating, the size of mesh, the height and length of fabric in each roll, and the name of the manufacturer.

C. Fence Accessories

1. Tension bars shall be 3/16-inch by 3/4-inch galvanized steel and not less than 2-inches shorter than height of fabric to which they are attached, conforming to ASTM A123. Provide one tension bar for each end and gatepost and two bars for each corner and pull post.

2. Tension bands and brace bands shall be 7/8-inch by 12 gauge beveled, galvanized, sized to fit pipe sizes and furnished with galvanized fasteners and attachment bolts 5/16-inch by 1-1/4-inch galvanized carriage bolts with nuts.
3. Fittings shall be steel conforming to ASTM A370 and galvanized in conformance with ASTM A123.
4. All line posts shall be permanently fitted with a cast malleable iron top loop, constructed to fit securely over the post and encircle the top rail. End posts and corner posts shall be permanently fitted with a cast malleable iron top cap with permanent boulevard-type socket fitting to accommodate rail. The base of each post cap shall carry an apron around the outside of the post.
5. All fences shall have top and bottom rails. On 6-ft and 8-ft high fences, middle rails shall be placed on all corner, end, gate, and pull posts. On 10-ft and higher fences, middle rails shall be placed on all posts. Sleeves shall be installed to allow for expansion and contraction of rails, nuts and bolts, and shall be galvanized steel conforming to ASTM A123.
6. Fence fabric shall be fastened to top, bottom and center rails with 9 gauge galvanized steel tie wires. Aluminum wire ties are not acceptable for fence fabric fastenings.

D. Gates

1. Swing gates shall conform to ASTM F900. Base material of the gate frame shall be round tubular members, welded at all corners or assembled with corner fittings. Corner fittings shall have adjustable truss rods 5/16-inch min diameter or panels 5-ft wide or wider and constructed of the same base metal and finish as the frame. Interior bracing, when needed, shall be the same metal and shape tubular material and finish as the frame, but need not be the same size. Leaves shall have vertical interior bracing at maximum intervals of 8-ft.
2. Frame shall be zinc-coated steel in accordance with ASTM F1043 and F1083 and shall match adjoining fence framework.
3. Gate fabric shall be the same type used in fence construction and attached securely to the frame with ties at intervals not exceeding 15-in.
4. Size of the gate opening shall be measured from the inside face to inside face of gateposts.

5. Outer members shall not sag in excess of the lesser of 1% of the gate leaf width or 2-in.
6. Accessories shall be of the same materials as specified for the fence and shall be hot dipped galvanized in accordance with ASTM A153.
7. Hinges shall be structurally capable of supporting the gate leaf and allow the gate to open and close without binding and designed to permit the gate to swing a full 180 degrees.
8. Gate latch shall be forked type to permit operation from either side of gate. Provide padlock eye as integral part of latch and padlock, Master Lock or equal, each lock 3 keys, keyed alike to double leaf gate.
9. Gate stops shall be provided for all double gates. Keeper shall be provided for each gate and shall automatically engage the gate leaf and hold it in the open position until manually released.

PART 3 EXECUTION

3.01 CHAIN LINK FENCE AND GATE INSTALLATION

- A. Post spacing shall be uniform with maximum spacing of 10-ft in fences erected along straight lines. All posts shall be placed plumb and centered in the concrete foundations. Set all posts to depth of 3-ft unless otherwise shown on the Drawings.
- B. Concrete footings for fence posts shall be 4,000 psi concrete cylinders with a minimum diameter of 12-inches at terminal, pull, gate, and corner posts and 10-inches for line posts on fences less than 10-ft high. On fences 10-ft high or greater, cylinders shall have a minimum diameter of 14-inches at terminal, pull, and corner posts and 12-inches for line posts. Tops of footings shall be set 6-inches below finish grade. Crown top of footings to shed water.
- C. If solid ledge is encountered and covered by less than 4-ft of finish grade over-burden of soil, posts shall be set into the rock a minimum depth of 12 inches for line posts and 18 inches for terminal posts. Post holes shall be at least 1 inch greater in diameter than the post and the grout shall be thoroughly worked into the hole so as not to leave voids, and shall be crowned at the top to shed water. Where solid rock is covered by an overburden, the total setting depth shall not exceed the depths required for setting into earth, and the posts shall be grouted into the rock as described.

- D. On 10-ft high and greater chain link fences, terminal posts shall be braced to adjacent line posts with horizontal brace rails and diagonal truss rods brought to proper tension so that posts are plumb.
- E. A change in direction of the fence line of 20 degrees or more shall be considered corners. Pull posts shall be used at any abrupt change in grade.
- F. The top rails of chain link fences shall extend through all line posts in a looped top cap to form a continuous brace from end to end of each stretch of fence, be securely fastened at the end of each run, and have joints made with expansion sleeve couplings not less than 6-inches long. Bottom and center rails shall be connected to boulevard type socket fittings.
- G. There shall be no loose connections or sloppy fits in the fence framework. The fence framework shall withstand all wind and other forces due to weather.
- H. Chain link fence fabric shall be stretched taut and tied to posts and rails. The fence fabric shall be installed on the athletic field side of the fence and shall be anchored to the framework so that the fabric remains in tension after pulling force is released. The fence fabric shall be attached to top, bottom and center rails with fabric bands spaced at not more than 12-inch intervals. The fabric shall be securely fastened to all terminal posts with stretcher bars with steel tension bands spaced approximately 12-inches apart.
- I. Contractor shall stake in the field the centerline location of all fences. All constructed items associated with erection of the fence shall be constructed within the site property line as approved by the Government.
- J. Install gates plumb, level, and secure for full opening without interference.
- K. Installation shall meet the requirements of ASTM F567.

END OF SECTION

DIVISION 2 - SITEWORK

SECTION 02870

ASPHALT TRACK SYSTEM AND FIELD EVENT APPURTENANCES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to install the 400-meter track complete with all field event appurtenances as shown on the Drawings and as specified herein. Work shall include but not be necessarily limited to the following:

- 1. Final 6-lane, 400 meter track layout
- 2. Fine grading of 6-inch crushed stone base course layer
- 3. Bituminous concrete binder and surface course installation
- 4. Resurface long jump runway with pavement overlay.

1.02 SUBMITTALS

- A. Submit to the CO/COTR shop drawings and product data on materials and installation procedures.
- B. Submit to the CO/COTR the name, contact, telephone number, qualifications, list of existing installations and references of both the track surfacing installer and the track line striper.
- C. Shop Drawings for:
 - 1. Installation details of all field event appurtenances as shown on the Drawings.
 - 2. Track and field event markings layout (in accordance with National Federation of State High School Association standards for dual and class meets).
- D. Warranty certificates as required by these specifications
- E. Sieve analysis of all bituminous aggregates.

1.03 RELATED WORK

- A. Site Preparation is included in Section 02100
- B. Earthwork is included in Section 02200
- C. Pavement and Appurtenances is included in Section 02575
- D. Concrete is included in Section 03301

1.04 PRE-INSTALLATION MEETINGS

- A. Prior to installation of the track system, the Contractor shall conduct a meeting with the Government to establish special requirements, proper sequence and method of installation including method of compaction of all materials to ensure proper installation and drainage of all surfaces.
- B. Prior to linestriping, the Contractor shall conduct a meeting with the Government and lane striper to confirm all track markings.

1.05 REFERENCE STANDARDS

- A. Except as otherwise specified herein, the material and construction shall be in accordance with the Montana Department of Transportation and Montana Transportation Commission Standard specifications for Road and Bridge construction (MSSRBC) of the State of Montana, latest edition, including all addenda.
- B. Track dimensions and lane striping shall meet all requirements of the U.S. Tennis Court and Track Builders Association specifications for 400-meter tracks.

1.06 WARRANTY

- A. Contractor shall provide the Government with two (2) copies of a written warranty stating that all work executed under this contract (i.e. lane striping, asphalt pavement settlement, loamed and seeded areas, etc.) will be free from defects of material and workmanship for a period of one (1) year from the date of project completion and that any defects will be remedied on written notice at no additional cost to the Government. The warranty does not cover items damaged by improper use or vandalism as determined by the Government.

1. The warranty submitted must have the following characteristics:

- a. Must provide full coverage for one (1) year from the date of acceptance.
- b. Must warrant materials and workmanship.
- c. Must warrant that the materials installed meet or exceed the project specifications.
- d. Must be a warranty from a single source covering workmanship and all self-manufactured or procured materials.

PART 2 PRODUCTS

2.01 PAVEMENT

- A. Bituminous concrete pavement base for asphalt track surface shall be as specified in section 02575.

2.02 FIELD EVENT APPURTENANCES

- A. Concrete for track curb shall be as shown on the Drawings and as specified in Section 03301.

PART 3 EXECUTION

3.01 PAVEMENT

- A. Construct bituminous concrete pavement as shown on the Drawings and as specified in Sections 02200 and 02575.
- B. Bituminous Concrete pavement shall cure a minimum of 14 days before applying lane striping.
- C. The finished surface of the bituminous concrete pavement shall have positive drainage. Ponds, puddles or depressed areas or grades creating "bird baths" deeper than 1/8-in will not be accepted, and such pavements shall be removed and reinstalled at the expense of the Track Contractor.

3.02 CALIBRATING AND MARKING

- A. Line striping and plexicolor line paint shall be applied to meet NFSHSA standards for dual and class meets unless otherwise directed at the pre-installation meeting.
- B. Calibrating and marking shall be applied by a specialist with previous relevant experience.
- C. The work shall be guaranteed to be accurate and correct and meet the standards required by NFSHSA or the appropriate governing body as determined in the pre-installation meeting.

3.03 FIELD EVENT APPURTENANCES

- A. Long/Triple Jump
 - 1. Runway shall be resurfaced with bituminous pavement. Bituminous concrete pavement overlay as shown on the plans and as specified in Sections 02200 and 02575.

3.04 CLEAN UP

- A. Upon completion of the work under this Section, all excess materials and debris resulting from work, which has previously not been cleaned up shall be cleaned up and removed from the site.

END OF SECTION

DIVISION 2 - SITEWORK

SECTION 02930

LOAMING, SEEDING AND SODDING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and place loam, finish grade, apply lime and fertilizer, hydraulically apply seed and mulch, place sod and maintain all areas as shown on the Drawings and as specified herein, including all areas disturbed by the Contractor and all existing vegetated areas.

1.02 RELATED WORK

- A. Site preparation is included in Section 02100.
- B. Earthwork is included in Section 02200.

1.03 SUBMITTALS

- A. Submit to the CO/COTR in accordance with DIVISION 1 - GENERAL REQUIREMENTS complete shop drawings, materials and equipment furnished under this Section including seed mixtures and product label information.
- B. Samples of all materials shall be submitted to the CO/COTR.
- C. Schedules for seeding and fertilizing must be submitted to the CO/COTR prior to the work.
- D. Furnish the CO/COTR with a certified statement as to the number of pounds of hydroseed materials to be used per 100 gallons of water. This statement shall also specify the number of square feet of seeding that can be covered with the quantity of solution in the Contractor's hydroseeder.

1.04 SCHEDULE

- A. Seeding adjacent to field events and track shall be installed within 90 days from award of contract.
- B. Mulched areas to receive seeding during spring germination season.

PART 2 PRODUCTS

2.01 LOAM

A. Use of Existing Topsoil

1. Topsoil obtained from on site areas shall be fertile, natural soil, screened to be free from large stones, roots, sticks, clay, peat, weeds and sod and shall be processed to create loam. It shall not be excessively acid or alkaline nor contain toxic material harmful to plant growth.
2. Contractor shall be responsible for screening stockpiled topsoil and adding amendments to create suitable loam at his own expense. If necessary, Contractor shall also provide additional loam and additional amendments as required. Contractor shall screen existing topsoil with a 1-inch screen prior to reuse or blending to create Type 1 Loam as specified herein.

B. New Loam

1. New loam may be of two different types: each type allowed for one of the following two conditions:
 - a. Type 1 Loam - to be used as supplemental loam for disturbed areas outside the athletic fields, typically areas not covered by the automatic irrigation system.
2. Loam must be consistent throughout the project. If source is changed at any time during construction, Contractor shall obtain new mechanical and nutrient tests of new source samples and submit them to the CO/COTR for review and approval prior to ordering.

C. Type 1 Loam

1. Analysis
 - a. Loam shall be a mixture of sand, silt and clay particles as to exhibit sandy and clayey properties in and about equal proportions. Loam shall be screened and reasonably free of stumps, roots, heavy or stiff clay, stones equal or larger than 1-inch in any dimension, lumps, coarse sand, noxious weeds, sticks, brush or other litter. It shall contain no toxic materials. Add soil amendments including organics if required at no additional cost to the Government.
 - b. After loam has been stockpiled and prior to placing and fine grading, loam shall be tested for nutrient fertilizer requirements, pH requirements and organic content requirements. Loam shall contain not less than 5%, nor more than 8%, organic matter as determined by the loss on ignition of oven-dried samples. Test samples shall be oven dried to a constant temperature of 100 degrees Centigrade. The loam shall be amended, prior to placing and final grading, by the addition of leaf mold, yard waste compost or peat moss. Use of organic amendments is acceptable only if a soil test indicates a need and the material is thoroughly incorporated.

- c. The pH value shall be between pH 6.0 and 6.5.
- d. Fertilizer and lime shall be spread and incorporated as per soil test recommendations after the loam is spread but prior to fine grading. Fertilizer and lime shall be spread a minimum of two weeks apart. Under no conditions shall they be spread within this time period.

2.02 LOAM TESTING PROGRAM

- A. Contractor shall be responsible for obtaining loam samples and submitting samples for testing to an approved testing laboratory to ensure that installed loam materials conform to the specifications as stated herein. All costs for testing will be paid for by the Contractor.
- B. Additional loam brought onto the site shall be submitted for testing in conformance with the Loam Sampling Program as specified herein. Tests shall be combined hydrometer and wet sieving in compliance with ASTM C422 after destruction of organic matter by ignition.
- C. Prior to delivery or spreading, Contractor shall submit a minimum of one test result of loam from each sample location or source.
- D. Samples of above shall be taken and submitted to testing laboratory at least 60 days prior to ordering or use if stockpiled on site. Contractor shall deliver samples to CO/COTR and testing laboratory, have testing report sent directly to the CO/COTR, and shall pay all costs. Contractor shall furnish additional amendments of fertilizer, lime and organic matter based on test results at his/her own expense to create suitable loam as required.
- E. Mechanical and chemical (pH soluble salts) analysis shall be by a public extension service or a certified private testing laboratory in accordance with the current Standards of the Association of Official Agricultural Chemists (AOAC). One (1) pint samples shall be submitted to an approved laboratory, for analysis by test methods S1A, S2, particle size analysis, and lead content. Copies of test results shall be provided to the Contractor and CO/COTR at least 30 days prior to anticipated loam delivery and placement.
- F. Soil samples shall be tested for Nitrate, Nitrogen, Ammonium Nitrogen, Phosphorus, Potassium, Calcium Aluminum, Soluble Salts and show the acidity of the soil.
- G. Based on the test results the loam shall be identified as acceptable, acceptable with certain fertilizer and limestone applications, or unacceptable by the CO/COTR. If the loam is found unacceptable, the Contractor shall be responsible for identifying another source of loam and shall incur all expenses associated with testing additional samples.

- H. All loam tested and incorporated into the site shall match the samples provided to the CO/COTR. Contractor shall provide testing of each type of loam as one composite sample for each 500 cy. The Contractor shall furnish additional testing of loam samples delivered to the site if loam does not appear to be consistent with previously tested samples.

2.03 LOAM AMENDMENTS

- A. Commercial fertilizer, peat, humus, sand or other additives shall be used to counteract soil deficiencies as recommended by the soil analysis.
- B. Fertilizer shall be LESCO 10-10-10 or approved equal for use as a starter fertilizer. It shall be delivered to the site in the original unopened containers each showing the manufacturer's certificate of compliance and guaranteed analysis and shall comply with the State and United States Fertilizer Laws. Store fertilizer so that when used it shall be dry and free flowing. At least 50% by weight of the Nitrogen content shall be derived from organic materials. Fertilizer shall contain not less than the percentages of weight of ingredients or as recommended by the soil analysis.
- C. Lime shall be ground limestone of an approved agricultural dolomite limestone containing not less than 85% of total calcium or manganese carbonates. Limestone shall be ground to such fineness that 50% will pass through a 100 mesh sieve and 95% will pass through a 20 mesh sieve.
- D. Humus shall be natural humus, reed peat, or sedge peat that has been stockpiled for at least one year prior to its use. It shall be free from excessive amounts of zinc, low in wood content, free from hard lumps and in a shredded or granular form. According to the methods of testing of AOAC, latest edition, the acidity range shall be approximately 5.5 pH to 7.6 pH and the organic matter shall not be less than 85% as determined by loss on ignition. The minimum water absorbing ability shall be 200% by weight on an oven dry basis.
- E. Peat moss shall be composed of partly decomposed stems and leaves of any or several species of sphagnum moss. It shall be free from wood, decomposed colloidal residue and other foreign matter. It shall have an acidity range of 3.5 pH to 5.5 pH as determined in accordance with the methods of testing by AOAC, latest edition. Its water absorbing ability shall be a minimum of 1,000% by weight on an oven dry basis.
- F. Superphosphate: Superphosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes containing not less than 18% available phosphoric acid.

2.04 SUBGRADE MATERIALS

- A. Subgrade fill material used below loam shall be sandy gravel as specified in Section 02200. Additional loam from on site sources may also be utilized as subgrade materials approved by the CO/COTR except athletic fields and under pavements.

2.05 SEED MIXTURES AND SOD

- A. Seed shall be labeled in accordance with USDA Rules and Regulations under the Federal Seed Act and applicable state seed laws. Seed shall be from the same or previous year's crop; each variety of seed shall have a percentage of germination not less than 90, a percentage of purity not less than 85 and shall have not more than 1 percent weed content and contain no noxious weeds. The mixtures shall consist of seed proportioned by weight and applied in the appropriate areas as follows:
1. Athletic Field Blend Mix for trench repair in or adjacent to athletic fields shall be in accordance with following specifications:
 - 25% Sydsport or P-105 Kentucky Bluegrass
 - 25% Preakness, Suffolk or Ram I Kentucky Bluegrass
 - 30% Nassau, Merit or Belmont Kentucky Bluegrass
 - 20% Palmer II, Prelude II, Yorktown III or Repell II Perennial Ryegrass
 2. Lawn Area Mix shall be a naturalized area mix as follows:
 - 70% Rebel Jr. Dwarf Tall Fescue
 - 15% Palmer II perennial Ryegrass
 - 10% Jamestown Chewings Fescue
 - 5% Baron Bluegrass
- B. The seed shall be furnished in sealed bags or containers bearing the last date of germination, which date shall be within a period of 6 months prior to commencement of planting operations. Seed shall be delivered premixed in the proportions specified above. A manufacturer's certificate of compliance to the specified mixes shall be submitted by the manufacturer for each seed type. These certificates shall include the guaranteed percentages of purity, weed content and germination of the seed and also the net weight and date of shipment. No seed may be sown until the Contractor has submitted the certificates.
- C. Mulch for hydroseed shall be a specially processed cellulose fiber containing no growth or germination-inhibiting factors. It shall be manufactured in such a manner that after addition and agitation in slurry tanks with water, the fibers in the material become uniformly suspended to form a homogeneous slurry. When sprayed on the ground, the material shall allow absorption and percolation of moisture. Each package of the cellulose fiber shall be marked by the manufacturer to show the air dry weight content and not contain in excess of 10% moisture colored green dye to visual application location referencing.
- D. Straw mulch shall be comprised of threshed straw of oats, wheat, barley, or rye that is free from noxious weeds, mold or other objectionable material. The straw mulch shall contain at least 50 percent by weight of material to be 10-inches or longer. Straw shall be in an air-dry condition and suitable for placement with blower equipment.

- E. Latex acrylic copolymer or organic tackifier shall be commercially manufactured and shall be used as straw mulch tackifier.
- F. An asphalt tackifier shall only be used when temperatures are too low to allow the use of a latex acrylic copolymer.
- G. Prior to start of work, the Contractor shall furnish the CO/COTR with a certified statement as to the number of pounds of materials to be used per 100 gallons of water. This statement shall also specify the number of square feet of seeding that can be covered with the quantity of solution in the Contractor's hydroseeder.

H. Sod

1. Contractor shall notify CO/COTR of sod grower and grass type prior to delivery to site for review and approval.
2. All sod shall be from the same crop and from the same grower. Furnish blended sod that has been grown on a sandy loam substrate matching sieve analysis specified in Section 02200 consisting of the following blend by New England Turf, Inc, South Portland ME, (800) 451-2900, or equal.

85% Kentucky Bluegrass and 15% Fescue with endophytic enhancement

20% Preakness Kentucky Bluegrass
20% Ram 1 Kentucky Bluegrass
20% Eagleton Kentucky Bluegrass
15% Georgetown Kentucky Bluegrass
15% Jamestown II Fescue (endophytic)
10% Odyssey Kentucky Bluegrass

3. Sod shall be vigorous, well rooted, healthy turf, free from insect pests, disease, weeds, other grasses, stones, bare spots, burned spots and any other harmful or deleterious matter. Sod shall be machine stripped at a uniform soil thickness of approximately 1-inch and not less than 3/4-inch. The measurement for thickness shall not include top growth and thatch and shall be determined at the time of cutting in the field. Contractor shall notify CO/COTR of sod grower and grass type prior to delivery to site.
4. Individual pieces of sod shall be cut to the supplier's standard width and length. Maximum allowable deviation from standard widths and lengths shall be plus or minus 1/2-inch on width and plus or minus 5 percent on length. Broken rolls or torn or uneven rolls shall not be acceptable.
5. Standard size sections of sod shall be strong enough to support their own weight and retain their size and shape when suspended vertically from a firm grasp on the upper 10 percent of the section.
6. Sod shall not be harvested or transplanted when moisture content (excessively dry or wet) may adversely affect its survival.

7. Sod shall be harvested, delivered and transplanted within a period of 36 hours.
8. Before stripping, sod shall be mowed uniformly at a height of 1-inch to 2-1/2-inches.

PART 3 EXECUTION

3.01 GENERAL

- A. Under no circumstances shall existing topsoil or screened loam be removed off site without approval of the CO/COTR.

3.02 MATERIALS INSTALLATION

- A. Loaming, seeding, sodding, and conditioning shall only be performed during those periods within the seasons, which are normal for such work, as determined by the weather and locally accepted practice. The Contractor shall hydroseed only on a calm day.
- B. Contractor shall order seed and sod early to ensure availability at time of scheduled seeding.
- C. Schedules for seeding, sodding, and fertilizing shall be submitted to the CO/COTR prior to the work. Seeding as specified herein shall be accomplished between the period of April 15 to June 1 or August 15 to October 15. Seeding during the period from October 16 to March 31 shall only be undertaken upon approval of the CO/COTR. Seeding during the period from June 2 to August 14 shall only be performed if irrigation is provided.

3.03 SOIL TESTING AND ANALYSIS

- A. Contractor shall submit samples of delivered loam to an approved testing laboratory to ensure that loam conforms with other Sections of this Specification. No loam shall be placed until loam test results are reviewed by the CO/COTR.

3.04 LOAM INSTALLATION

- A. Loam shall be placed to minimum depths as specified herein.
- B. The subgrade of all areas to be loamed and seeded shall be raked and all rubbish, sticks, roots and stones larger than 2-inches shall be removed. Subgrade surfaces shall be harrowed, raked or otherwise loosened to a depth of 4-inches. Large stones and boulders shall be removed or buried 12-inches below finished grade. Subgrade shall be inspected before loam is placed.
- C. Loam shall be placed over all disturbed areas of limits of work, so that after natural settlement and light rolling it will conform smoothly to the lines, grades and elevations shown on the Drawings. No loam shall be spread in water or while frozen or muddy. Topsoil and loam shall not be handled or moved when in a wet or frozen condition.

1. Minimum compacted depth of Type 1 loam shall be 4-inch layer.
 2. Loam structure shall not be destroyed through excessive and unnecessary handling or compaction or deterioration of soil structure will result in rejection of loam for use.
- D. After loam has been spread, it shall be carefully prepared by scarifying or harrowing and hand raking. All large stiff clods, lumps, brush, roots, stumps, litter and other foreign material equal to or greater than 1-inch or larger in every dimension shall be raked up from the loamed areas and removed from the premises by the Contractor. The areas shall also be free of smaller stones, in excessive quantities. The whole surface shall then be raked to a smooth, uniform surface. Finished grading work shall not be done during unsuitable weather. All depressions caused by settlement shall be filled with additional loam and the surface shall be regraded and raked until a smooth and even finished grade is created.
- E. Resupplying of loam to eroded or settled areas to finish grade shall be the responsibility of the Contractor and shall match previously utilized material.

3.05 SUBGRADE INSTALLATION

- A. Subgrade sandy gravel shall be installed as specified in Section 02200. Do not place sandy gravel between layers of loam.
- B. Contractor shall engage a registered professional engineer or registered land surveyor to set grade stakes to establish finish grades as follows:
1. Stakes shall be placed minimum of 50 feet apart. Outside corner stakes shall delineate the fields with side dimensions as indicated on the Drawings.
 2. Mark grade stakes to show location of finish grades. Contractor shall be responsible for maintaining grade stakes throughout construction and shall immediately replace and mark elevations on damaged or removed stakes.

3.06 AMENDMENT INSTALLATION

- A. Soil additives shall be spread and thoroughly incorporated into the layer of loam and the upper 1-inch of the underlying soil by harrowing or other approved methods. The following soil additives shall be incorporated:
1. Ground limestone as required by soil analysis to achieve a pH of 6.0 to 6.5, but the maximum amount applied shall be 1 pound per square yard. Limestone may not be mixed with fertilizer for application and shall be applied a minimum of two weeks prior to fertilizer application.

2. Fertilizer (10-10-10) at the rate of 5 pounds per 1,000 square feet, or more, as recommended by the soil analysis. Fertilizer may be applied hydraulically in one operation with hydroseeding and fiber mulching.
 3. Superphosphate at the rate of 20 pounds per 1,000 square feet.
- B. Lime and fertilizer shall be spread mechanically rather than in one operation with hydroseeding:
1. After the loam is placed and before it is raked to true lines and rolled, limestone shall be spread evenly over loam surface and thoroughly incorporated with loam by heavy raking to a least on-half depth of loam.
 2. Fertilizer shall be uniformly spread and immediately mixed with the upper 2-inches of topsoil.

3.07 SEED AND MULCH APPLICATION

- A. Athletic Field Blend Mix shall be applied at the rate of 6 pounds per 1,000 sq. ft. and Lawn Area Seed Mix shall be applied at the rate of 6 pounds per 1,000 square feet. Application of straw mulch and tackifier shall be as specified herein.
- B. Mulch for Athletic Field Blend Mix and Lawn Area Seed Mix shall be fiber mulch applied at the rate of 40 pounds per 1,000 square feet. Slopes 3:1 and steeper shall be with an additional layer of straw mulch and tackifier applied at the rates specified herein.
- C. Seeding shall be done immediately following soil preparation and only when the bed is in a friable condition, not muddy or hard.
- D. The soil on which the seed is laid shall be reasonably moist or watered to achieve such condition.
- E. All seeded areas shall be watered continuously to maintain moisture in the seedbed until full germination has been achieved. Continue to water throughout the maintenance period as required.
- F. After grass has appeared, reseed all areas and parts of areas, which fail to show a uniform stand of grass. Reseed repeatedly until all areas are satisfactorily covered. An established seeded area shall have a minimum count of 60 plants per square foot.
- G. Seed shall be applied hydraulically at the rates and percentages indicated. The spraying equipment and mixture shall be so designed that when the mixture is sprayed over an area, the grass seed and mulch shall be equal in quantity to the specified rates. Prior to the start of work, the CO/COTR shall be furnished with a certified statement for approval as to the number of pounds of materials to be used per 100 gallons of water. This statement shall also specify the number of square feet of seeding that can be covered with the quantity of solution in the hydroseeder.

- H. In order to prevent unnecessary erosion of newly graded slopes and unnecessary siltation of drainage ways the Contractor shall carry out seeding and mulching as soon as he/she has satisfactorily completed a unit or portion of the project. For the purpose of seeding, a unit of the work will be defined as not more than 20,000 square feet.
- I. When protection of newly graded areas is necessary at a time, which is outside of the normal seeding season, the Contractor shall protect those areas by whatever means necessary (such as straw applied with a tar tack). Prior to application of loam, any such materials applied for erosion control shall be thoroughly incorporated into the subgrade by discing. Fertilizer shall be applied prior to spreading of topsoil.
- J. Contractor shall be responsible to protect existing surfaces and edging, running track, field event runways and landing areas by placing a temporary cover or other approved method on top of or over protected areas prior to seed application operations to prevent spillage onto areas to be protected. If landing areas show grass growth at any time during or at the end of the construction contract, Contractor shall be required to weed and completely remove vegetation and mulch materials from the protected structures and areas.

3.08 LOAM AND SOD INSTALLATION

- A. Prior to plowing and rotary tilling, strip existing turf clumps by cutting with a mechanical sod cutter.
- B. Previously established and proposed grades as shown on the Drawings shall be maintained in a true and even condition.
- C. Subgrade shall be prepared by tilling prior to placement of loam to obtain a more satisfactory bond between the two layers. Tillage operations shall be across the slope. Tillage shall not take place on slopes steeper than 2 horizontal to 1 vertical or where tillage equipment cannot be operated. Tillage shall be accomplished by discing or harrowing to a depth of 9-inches parallel to contours. Tillage shall not be performed when the subgrade is frozen, excessively wet, extremely dry or in other conditions which would not permit tillage. The subgrade shall be raked and all rubbish, sticks, roots and stones larger than 2-inches shall be removed. Subgrade surfaces shall be raked or otherwise loosened immediately prior to being covered with loam.
- D. Areas to receive sod shall receive a uniform 6-inch layer of Type 1 loam. Loam shall be placed over approved areas to a depth sufficiently greater than required so that after natural settlement and light rolling, the complete work will conform to the lines, grades, and elevations shown on the Drawings. No loam shall be spread in water or while frozen or muddy.

- E. After loam has been spread, it shall be carefully prepared by scarifying or harrowing and hand raking. All stiff clods, lumps, roots, litter and other foreign material shall be removed from the loamed area and disposed of by the Contractor. The areas shall also be free of smaller stones, in excessive quantities. The whole surface shall then be rolled with a hand roller weighing not more than 100 pounds per foot of width. During the rolling, all depressions caused by settlement of rolling shall be filled with additional loam and the surface shall be regraded and rolled until a smooth and even finished grade is created.
- F. Sodding and conditioning shall only be performed during those periods within the seasons, which are normal for such work as determined by the weather and locally accepted practice.
- G. Sodding shall be done within ten days following soil preparation.
- H. During periods of higher than optimal temperature for species being specified and after all unevenness in the soil surface has been corrected, the soil shall be lightly moistened immediately prior to laying the sod.
- I. The first row of sod shall be laid in a straight line with subsequent rows placed parallel to and butted tightly against each other. Lateral joints shall be staggered. Contractor shall exercise care to ensure that the sod is not stretched or overlapped and that all joints are butted tight in order to prevent voids.
- J. As sodding is completed in any one section, the entire section shall be rolled by making 4 passes with a hand roller weighing not more than 100 lbs. per foot of width.
- K. The Contractor shall water sod immediately after transplanting to prevent excessive drying during progress of the work. After rolling, sod shall be thoroughly watered to a depth sufficient that the underside of the new sod pad and soil immediately below the sod are thoroughly wet. The Contractor shall be responsible for having adequate water available at the site prior to, during and after transplanting the sod. Soil on sod pads shall be kept moist at all times. In the absence of adequate rainfall, watering shall be performed daily or as often as necessary after installation and in sufficient quantities to maintain moist soil to a minimum depth of 4-inches. Watering shall be done during the heat of the day to help prevent wilting.
- L. In order to prevent unnecessary erosion of newly topsoiled and graded slopes and unnecessary siltation of drainage ways, the Contractor shall carry out sodding as soon as he has satisfactorily completed a unit or portion of the project. For the purpose of sodding, a unit is defined as 10,000 square feet. When protection of newly loamed and graded areas is necessary at a time which is outside of the normal seeding season, the Contractor shall protect those areas by whatever means necessary and shall be responsible for prevention of siltation in the areas beyond the limit of work.

- M. On slopes, the Contractor shall provide against washouts by an approved method. All washouts, which occur, shall be regraded and resodded at the Contractor's expense until a good sod is established.

3.09 MAINTENANCE FOR PROVISIONAL ACCEPTANCE

- A. Maintenance shall begin immediately after any area is seeded or sodded and shall continue until final acceptance. In any case, the minimum period of maintenance for all turf areas shall be 12 weeks after all seed and sod is installed. Maintenance shall continue in all areas until a uniform turf is established over the entire site.
- B. Maintenance shall include reseeding, removal of dead sod or plants and installation of new sod or plants, mowing, watering, weeding and fertilizing.
- C. Watering of seeded, sodded and planted areas:
 - 1. Contractor shall note that some seeded and sodded areas are not provided with an automatic subsurface irrigation system. Additional irrigation appurtenances shall be provided by the Contractor to ensure adequate irrigation of the turf areas required for turf termination and establishment.
 - 2. If an irrigation system to water newly seeded and sodded areas is not available, the Contractor shall furnish equipment for irrigation purposes and his/her own expense.
 - 3. First week: The Contractor shall provide all labor and arrange for all watering necessary for the ground cover and plants to take. In the absence of adequate rainfall, watering shall be performed daily or as often as necessary during the first week and in sufficient quantities to maintain moist soil to a depth of at least 4 inches. Watering shall be done early in the day and should not be done during the heat of the day.
 - 4. Second and subsequent weeks: The Contractor shall water as required to maintain adequate moisture, until final acceptance, in the upper 4 inches of soil.
 - 5. Watering shall be done in such a manner which will provide uniform coverage, prevent erosion due to application of excessive quantities over small areas, and prevent damage to the finished surface by the watering equipment. The Contractor shall furnish sufficient watering equipment to apply 1 complete coverage to the seeded areas in an 8-hour period for each day and for each site.
- D. Mowing: The first mowing of seeded areas shall not be attempted until the seed is firmly rooted and secure in place. Not more than 40% of the grass leaf shall be removed by the initial or subsequent mowings. Grass height of the seeded areas shall be maintained between 2 inches and 2 1/2 inches unless otherwise specified. Thereafter, grass shall be maintained at 2 inches until acceptance. Care shall be taken not to damage tree trunks, curbs, fencing, utility and irrigation equipment, etc. when mowing. All damages shall be reported to the CO/COTR, regardless of cause, as soon as possible.

- E. Fertilizing: A second application of fertilizer, as specified herein, shall be applied approximately 6 weeks after installation. Fertilizer shall be applied at the rate of 3 pounds per 1,000 square feet.
- F. After final acceptance by the Government, the Contractor will not thereafter be required to do any of the above listed work, except that nothing contained herein shall release the Contractor from his/her obligations under the Contract.

3.10 PROVISIONAL ACCEPTANCE

- A. The Contractor shall keep all seeded and sodded areas watered within the work areas and in good condition, reseeding or replanting areas if and when necessary until a good healthy, uniform growth is established over the entire area, and shall maintain all areas in an approved condition until provisional acceptance.
- B. The CO/COTR will inspect all work for provisional acceptance at the end of the maintenance period.
- C. The maintenance period must occur during the growing season between April 15 and October 30 and shall include a minimum of 6 mowings.
- D. A satisfactory stand of seeded and sodded areas will be defined as an area of 20,000 square feet or larger that has:
 - 1. No bare spots larger than 4 square inches.
 - 2. No more than 5 percent of total area with bare spots
- E. After inspection has occurred but prior to provisional acceptance, a soil test shall be performed to determine if additional soil fertilizing should occur. If necessary, additional fertilizer not to exceed 3 lbs. per 1000 square feet of 32-5-7 shall be applied.
- F. The Contractor shall furnish full and complete written instructions for maintenance of the seeded and sodded areas to the Government at the time of provisional acceptance.
- G. After all necessary corrective work and clean-up has been completed, and maintenance instructions have been received by the Government, the CO/COTR will certify in writing the provisional acceptance of the seeded and sodded areas. The Contractor's responsibilities for maintenance of seeded and sodded areas shall cease on receipt of provisional acceptance.

END OF SECTION

DIVISION 3 - CONCRETE

SECTION 03301

CONCRETE

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to install cast-in-place reinforced concrete curb as shown on the Drawings and as specified herein.
- B. Cast-in-place reinforced curbing shall be installed along the inner edge of the track surface as shown on the Drawings.

1.02 SUBMITTALS

- A. Submit to the CO/COTR, in accordance with Section 01300, shop drawings showing technical data on all materials and components. Submit other data specified herein when required.

1.03 RELATED WORK

- A. Pavement and Appurtenances are included in Section 02575.
- B. Chain Link Fences and Gates are included in Section 02830.

1.04 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM A185 - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
 - 2. ASTM C31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
 - 3. ASTM C33 - Standard Specification for Concrete Aggregates
 - 4. ASTM C94 - Standard Specification for Ready-Mixed Concrete.
 - 5. ASTM C150 - Standard Specification for Portland Cement.
 - 6. ASTM D1752 - Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
- B. Where reference is made to one of the above standards, the revision in effect at the time of proposal due date shall apply.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Cement shall be domestic Portland cement conforming to ASTM C150, Type II, Class B.
- B. Fine aggregate shall be washed natural sand conforming to ASTM C33.
- C. Coarse aggregate shall be well graded crushed stone conforming to ASTM C33, size No. 67 unless otherwise directed.
- D. Water shall be potable, clean, and free from deleterious amounts of acids, alkalis, oils, or organic matter.
- E. No admixtures shall be used.
- F. Reinforcing steel shall be deformed, intermediate grade, steel bars conforming to ASTM A615, Grade 40. Rail-steel bars will not be permitted in the work.
- G. Welded steel wire fabric shall be sized as shown and be in accordance with ASTM A185.
- H. Concrete aggregates which have been shown by test or actual service to produce concrete of the required strength, durability, watertightness and wearing qualities may be used.
- I. Waterstops shall be of the highest grade polyvinyl chloride and shall be 6-inch dumbbell type. Waterstops shall be Horn/Durajoint by A.C. Horn, Inc., Type Not DB-2, or equal. Provide with approved clips designed to hold waterstops in position during concrete placement.
- J. Chemical hardener shall be Lapidolith by Sonneborn; Hornolith by A.C. Horn; Penalith by W.R. Meadows, or equal fluosilicate base material.
- K. Nonshrink grout shall be Masterflow 713 by the Master Builders Company; Euco N-S by Euclid Chemical Co.; Five Star Grout by U.S. Grout Corp., or equal.
- L. Bonding compound shall be Sikadur Hi Mod by Sika Corp., similar by Euclid Chemical Corporation; Master Builders, or equal.
- M. Sealant shall be Sikaflex 1a by Sika Corp.; Vulkem 116 by Master Mechanics, or equal.
- N. Premolded joint filler shall be self-expanding cork conforming to ASTM D1752, Type III, by A.C. Horn, Inc; W.R. Meadows, Inc., or equal.
- O. Bond Breaker. Provide tape or coating (except where tape is specifically shown) as approved.
 - 1. Bond breaker tape adhesive-backed glazed butyl or polyethylene tape which will satisfactorily adhere to the premolded joint filler or concrete surface as required. The tape shall be the same width as the joint.

2. Bond breaker coating - a nonstaining type bond prevention coating, Williams Tilt-up Compound by Williams Distributors, Inc.; Silcoseal 77, by SCA Construction Supply Division; Superior Concrete Accessories, or equal.

2.02 CONCRETE QUALITY

- A. Concrete shall be designed for a minimum allowable compressive strength of 3,500 psi at 28 days. Slump shall preferably be between 3 and 5-inches and shall not exceed 5-inches. Water shall be kept to a minimum to obtain concrete which is as dense and watertight as possible. The maximum water content shall be 6 gallons per 94 lb sack and the minimum cement factor shall be 5.7 (94 lb) sacks per cubic yard. The above ratios shall be revised for sacks of cement weighing different from 94-lbs per sack.
- B. Submit certified design mixes and historic data from previous projects to substantiate that concrete mix proposed will provide the required strength.

2.03 MIXING CONCRETE

- A. Ready-mix concrete shall conform to ASTM C94 and the requirements herein. If ready-mix concrete is to be used, the manufacturer shall furnish a statement to the CO/COTR for his approval giving the dry proportions to be used, with evidence that these will produce concrete of the quality specified.
- B. Concrete shall be mixed until there is a uniform distribution of the materials and shall be discharged completely before the mixer is recharged. The mixer shall be rotated at a speed recommended by the mixer manufacturer and mixing shall be continued for at least 1-1/2 minutes after all the materials are in the mixer. Concrete shall be placed within 1-1/2 hours of the time at which water was first added, otherwise it shall be rejected. Concrete which has been remixed or retempered, or to which an excess amount of water has been added, shall also be rejected.

2.04 FORMS

- A. Forms shall be free from roughness and imperfections, substantially watertight and adequately braced and tied to prevent motion when concrete is placed. No wooden spreaders will be allowed in the concrete.
- B. Wire ties will not be allowed. Metal ties or anchorages which are required within the forms shall be so constructed that the metal work can be removed for a depth of at least 1-inch from the surface of the concrete without injury to such surface by spalling or otherwise. Forms shall be thoroughly cleaned before using and shall be treated with oil, or other approved material.

PART 3 EXECUTION

3.01 REINFORCING STEEL

- A. Reinforcement shall be accurately fabricated as shown on the Drawings. Stirrups and tie bars shall be bent around a pin having a diameter not less than two times the minimum thickness of the bar. Bends for other bars shall be made around a pin having a diameter not less than six times the minimum thickness except for bars larger than 1-inch, in which case the bends shall be made around a pin of 8-bar diameters. All bars shall be bent cold.
- B. Reinforcement shall be shipped to the work with bars of the same size and shape fastened in bundles with metal identification tags giving size and mark securely wired on. The identification tags shall be labeled with the same designation as shown on submitted bar schedules and shop drawings.
- C. All bars shall be stored off the ground and shall be protected from moisture and be kept free from dirt, oil, or injurious coatings.
- D. Unless otherwise shown, splices in reinforcement shall be lapped not less than 24 diameters. All bar splices shall be staggered wherever possible. When splicing bars of different diameters, the length of lap is based on the larger bar.
- E. Splices in welded wire fabric shall be lapped not less than 1-1/2 courses or 12-inches, whichever is greater. Wire fabric splices shall be tied together with wire ties spaced no more than 24-inches on center.
- F. Before being placed in position, reinforcement shall be thoroughly cleaned of loose mill and rust scale, dirt and other coatings, including ice, that reduce or destroy bond. Where there is delay in depositing concrete after reinforcement is in place, bars shall be reinspected and cleaned when necessary.
- G. Reinforcement which is to be exposed for a considerable length of time after being placed shall be painted with a heavy coat of cement grout, if required.
- H. In no case shall any reinforcing steel be covered with concrete until the amount and position of the reinforcements have been checked.

3.02 PREPARATION OF SURFACES

- A. All surfaces to receive bonding compound shall be prepared in accordance with the manufacturer's recommendations before the application of the bonding compound.

3.03 PLACING CONCRETE

- A. Reinforcement, where required, shall be accurately placed in exact positions shown, shall be secured against displacement with annealed iron wire ties or suitable clips at intersections and shall have a clear space of 2-inches between the steel and face of forms unless otherwise indicated. Wire ties passing through the forms for the purpose of holding the steel in proper position will not be allowed. Concrete blocks with wire ties cast therein may be used where approved for the purpose of maintaining the clearance between reinforcement and forms. Reinforcing bars shall be free from rust, scale, dirt, grease and injurious contaminants.
- B. No concrete shall be placed until forms and method of placement have been approved. Before depositing concrete, all debris, foreign matter, dirt and water shall be removed from the forms. The surface of concrete previously placed, such as manhole base or horizontal construction joint, shall be cleaned and brushed with cement paste. Concrete shall not be placed in water or submerged within 24 hours after placing, nor shall running water be permitted to flow over the surface of fresh concrete within 4 days after its placing.
- C. High frequency mechanical vibrators shall be used to the extent necessary to obtain proper consolidation of the concrete. Care shall be taken to avoid segregation of aggregates by excessive vibration. Concrete adjacent to forms and around pipe stubs shall be carefully spaded or rodded.
- D. Concrete walls shall be deposited in one continuous operation with concrete brought up evenly on all sides. Chutes shall be of metal, "U" shaped, and provided with a baffle plate at the end if necessary, to prevent segregation of materials. Chutes shall be placed at an angle of not less than 25 degrees, nor more than 45 degrees from horizontal and they shall be kept clean and free from hardened concrete.
- E. No concrete shall be mixed or placed during freezing weather without explicit permission. When placing concrete when air temperature is below 40 degrees F, the water, sand and gravel shall be heated so that the temperature of the concrete will be at least 50 degrees F. This temperature shall be maintained for 72 hours after placing. No concrete shall be placed on frozen ground.
- F. At the base of walls in manholes and structures and where construction joints are used, install waterstops as shown. Provide watertight splices where required in conformance with manufacturer's instructions. Provide approved clips to secure to bulb of waterstops and tie clips to reinforcing steel with steel tying wire to secure waterstops in desired position during concrete placement.

3.04 CURING AND PROTECTION

- A. Protect all concrete work against injury from the elements and defacements of any nature during construction operations.
- B. Water curing shall be by ponding, by continuous sprinkling or by covering with continuously saturated burlap. Concrete shall be cured by water curing.
- C. Finished surfaces and slabs shall be protected from the direct rays of the sun to prevent checking and crazing.
- D. Concrete placed during cold weather shall be batched, delivered, placed, cured and protected in compliance with the recommendations of ACI 306R. Salt, manure or other chemicals shall not be used for cold weather protection.
- E. Concrete placed during hot weather, shall be batched, delivered, placed, cured and protected in compliance with the recommendations of ACI 305R. The temperature of the concrete shall be such that it will cause no difficulties form loss of slump, flash set or cold joints. Immediately cover plastic concrete with sheet material during hot weather.

3.05 FIELD TESTS

- A. Sets of three field control cylinder specimens will be taken at random during the progress of the work, in conformity with ASTM C31; the total number of specimens taken on the project shall be not less than one set of specimens on any one day when concrete is placed. When average ultimate 28 day strength of control cylinders in any set falls below the required ultimate strength or below proportional minimum 7 day strengths where proper relation between 7 and 28 day strengths have been established by tests, proportions, water content, or temperature conditions shall be changed to secure the required strength.

3.06 STRIPPING AND FINISHING CONCRETE

- A. Forms shall not be stripped before the concrete has attained a strength of at least 30 percent of the ultimate design strength. This is equivalent to approximately "100 day-degrees" of moist curing.
- B. Care shall be exercised to prevent damaging edges or obliterating the lines of chamfers, rustications or corners when removing the forms or doing any other work adjacent thereto.
- C. Clean all exposed concrete surfaces and adjoining work stained by leakage of concrete.
- D. Carefully remove fins and projections and fill defects.

3.07 MISCELLANEOUS WORK

- A. All bolts, anchors, miscellaneous metals or other sleeve steel work required to be set in the concrete forms for attachment of masonry, structural and mechanical equipment shall be set or installed under this Division. Be fully responsible for the setting of such materials, in the forms and shall correct all such not installed in a proper location or manner at his own expense.
- B. Pipes or conduits for embedment, other than those merely passing through shall not be larger in outside diameter than $\frac{1}{3}$ the thickness of the slab, wall or beam in which they are embedded, unless indicated on the Drawings, nor shall they be spaced closer than 3 diameters on center, nor so located as to unduly impair the strength of the construction.

END OF SECTION

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION AND PACKAGING (DEC 1998)

Preservation, packing, and packaging of articles called for herein shall be in accordance with good commercial practices to assure delivery at destination.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this /these address(es):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this /these address(es):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-14	SUSPENSION OF WORK	APR 1984

F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within twenty (20) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than ninety (90) calendar days. The time stated for completion shall include final cleanup of the premises.

F.3 PLACE OF DELIVERY/PERFORMANCE (DEC 1998)

The place of delivery/performance called for under this contract shall be:

Libby Middle School
101 Ski Road
Libby, MT 59923-2843

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 TAR 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

A. The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies and services, including construction and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

B. The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (DEC 1998)

Contracting Officer: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

Administrative Contracting Officer: An Administrative Contracting Officer (ACO) may be designated by the Contracting Officer. The duties of an ACO include but are not limited to: analyzing and making recommendations on the Contractor's proposals, offers, or quotations upon request of the Contracting Officer and approving Contractor's invoices in accordance with the terms of the contract.

Contracting Officer's Technical Representative: A Contracting Officer's Technical Representative (COTR) will be designated by the Contracting Officer. The responsibilities of the COTR include but are not limited to: inspecting and monitoring the Contractor's work; determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned; and advising the Contracting Officer of any factors which may cause delay in performance of the work. The COTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms.

The Contracting Officer, Administrative Contracting Officer, and Technical Representatives are located at:

DOT/RSPA/VOLPE CENTER
55 BROADWAY, KENDALL SQUARE
CAMBRIDGE, MA 02142-1093

G.3 VOUCHER REVIEW (MAY 1999)

The Government may at its sole discretion arrange for a Contractor to review vouchers and supporting data submitted for payment under the provisions of this contract. The Contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 INSURANCE (DEC 1998)

A. The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below.

- (1) Workman's compensation insurance as required by law of the State.
- (2) Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
- (3) Property damage liability with a limit of not less than \$100,000 for each accident.
- (4) Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

B. Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change to the Contracting Officer at least thirty (30) calendar days prior to the aforementioned actions. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Administrative Contracting Officer's prior approval.

C. A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer.

H.2 GPO PRINTING REQUIREMENT (DEC 1998)

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of the Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.

H.3 TYPE OF CONTRACT (DEC 1998)

This is a Firm-Fixed Price contract in accordance with Federal Acquisition Regulation FAR 16.202.

H.4 PERFORMANCE AND PAYMENT BONDS (DEC 1998)

(a) For contracts not exceeding \$25,000.00, the offeror to whom award is made is not required to furnish Performance and Payment Bonds.

(b) For contracts in excess of \$25,000.00, or modified to exceed \$25,000.00, the offeror to whom award is made is required to furnish performance and payment bonds in accordance with the following:

(1) Performance and payment bonds shall be furnished within the time period specified in block (12B on Standard Form 1442 - Solicitation, Offer, and Award (Page 1 of the solicitation)

(2) Performance and payment bonds shall be on Standard Form 25 - Performance Bond and Standard Form 25-A - Payment Bond.

(3) The penal amounts of the bonds shall be as follows:

(i) Performance Bond: 100% of the contract price;

(ii) Payment Bond: The penal amount of the payment bond shall equal:

(a) 50% of the contract price if the contract price is not more than \$1 Million.

(b) 40% of the contract price if the contract price is more than \$1 Million but not more than \$5 Million; or

(c) \$2.5 Million if the contract price is more than \$5 Million.

H.5 CONTRACTOR RESPONSIBILITY (DEC 1998)

The Contractor shall without additional expense to the Government, be responsible for all damage to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the work, and shall be responsible for the proper care and protection of work performed. Breakage or loss of office equipment or other property including that of a Government employee, which may occur in or about the building as a result of a fault or negligence in the Contractor's operations or fault or negligence in the actions of the Contractor's agent, subcontractors or its employees shall be made good by the Contractor at its expense.

H.6 SALES TAX EXEMPTION (SEP 1999)

A. The Volpe National Transportation Systems Center, as part of the Department of Transportation, an agency of the United States, is an exempt purchaser. Accordingly, all purchases of personal property by this organization are exempt from state and local taxation.

B. The Contractor may be provided with Tax Exemption certificates for the purpose of obtaining an exemption under this procurement for materials and equipment purchased under this procurement. Notwithstanding the terms of the Federal, State, and Local Taxes clause, the Contractor shall state separately on its vouchers the amount of state sales tax, and the Government agrees to either to pay the amount of the tax to the Contractor or, where the amount of the tax exceeds \$250.00 to provide evidence necessary to sustain the exemption.

H.7 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REQUIREMENTS

All rulings and interpretations of the Davis-Bacon and related acts contained in 29 CFR Parts 1 and 5 are herein incorporated by reference in this contract.

SECTION I - CONTRACT CLAUSES**I.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dot.gov.ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS (APRIL 1984) ALTERNATE I	MAY 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-9	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1985
52.211-13	TIME EXTENSIONS	SEP 2000
52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC 1998
52.215-18	REVERSION OR ADJUSTMENT OF PLANS OR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	OCT 1997
52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE	JAN 1999
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	AUG 1996

52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP 2000
52.222-6	DAVIS-BACON ACT	FEB 1995
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	FEB 1988
52.222-9	APPRENTICES AND TRAINEES	FEB 1988
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	FEB 1988
52.222-12	CONTRACT TERMINATION - DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR 1998
52.223-6	DRUG-FREE WORKPALCE	MAY 2001
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	OCT 2000
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 2000
52.225-11	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS	FEB 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-4	PATENT INDEMNITY - CONSTRUCTION CONTRACTS	APR 1984
52.228-1	BID GUARANTEE (c) 100%	SEP 1996
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-11	PLEDGES OF ASSETS	FEB 1992
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	OCT 1995
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION	JUL 2000
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	MAY 1997
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	MAY 2001
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDANCE BY THE CONTRACTOR	APR 1984

52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-4	CHANGES	AUG 1987
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) ALTERNATE I	SEP 1996
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12)

NUMBER	TITLE	DATE
1252.223-71	ACCIDENT AND FIRE REPORTING	OCT 1994
1252.237-70	QUALIFICATIONS OF EMPLOYEES	OCT 1994
1252.242-72	DISSEMINATION OF CONTRACT INFORMATION	OCT 1994
1252.245-70	GOVERNMENT PROPERTY REPORTS	OCT 1994

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Chief, Contracts and Business Processes Branch and shall not be binding until so approved.

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2001)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO.	TITLE	NO. OF PAGES
J.1	DOL Wage Determination No. MT010002 - 03/02/2001	6
J.2	Bid Bond - SF 24	2
J.3	Performance Bonds - SF 25	2
J.4	Payment Bonds - SF 25A	2
J.5	Affidavit of Individual Surety - SF 28	2
J.6	Drawings - October 10, 2001	

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
OR QUOTERS**

K.1 SIGNATURE (MAY 1999)

By execution and submission of this statement, the undersigned acknowledges that he/she has reviewed and, where appropriate, has fully and accurately completed each of the certifications and/or representations contained in Section K of this solicitation for the purpose(s) set forth therein, and that he/she has been authorized to do so on behalf of the Offeror.

Signature

Typed Name, Title

Offeror

Date

K.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.236-28	PREPARATION OF PROPOSALS - CONSTRUCTION	OCT 1997

K.3 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.4 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [] has not [] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws -

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2001)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 234990.

(2) The small business size standard is \$27.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.*] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision -

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern -

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that -

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports;
and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**L.1 SOLICITATION PROVISIONS****52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) - SOLICITATION PROVISIONS

NUMBER	TITLE	DATE
52.204-6	CONTRACTOR IDENTIFICATION NUMBER DATA	JUN 1999
	UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	
52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE	MAY 2001
	ACQUISITION	
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE	
	ACTION TO ENSURE EQUAL EMPLOYMENT	
	OPPORTUNITY FOR CONSTRUCTION	FEB 1999
52.232-38	SUBMISSION OF ELECTRONIC FUNDS	MAY 1999
	TRANSFER INFORMATION WITH OFFER	

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

52.233-3 SERVICE OF PROTEST (AUG 1996)

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Transportation
 RSPA/Volpe National Transportation Systems Center
 Attn: Elizabeth A. Segal, DTS-852
 55 Broadway, Kendall Square
 Cambridge, MA 02142-1093

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.2 GENERAL INFORMATION

A. PROPOSAL IDENTIFICATION

For ease of reference, that part of an Offeror's submission covering factors other than price; i.e., Past Performance, will be referred to in this RFP as "Past Performance."

B. AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate proposals and award contracts based on the initial offer, in accordance with FAR 52.215-1(f)(4). It is particularly important that each Offeror be fully responsive in providing its best offer initially, since there may be no opportunity to revise proposals at a later date.

Offerors' initial proposals shall be reviewed to determine whether they satisfy the formal requirements of the solicitation. Those proposals determined by the Government to be so grossly and obviously deficient as to be totally unacceptable on their face may be eliminated from further consideration before the initial evaluation.

Failure of Offerors to respond to or follow the instructions regarding the organization and content of the proposal volumes may result in the entire offer being eliminated before initial evaluation.

An incomplete or deficient price proposal will impede the CO from performing a price analysis to determine probable cost to the Government and reasonableness of proposed price.

C. INQUIRIES

Any inquiries or correspondence pertaining to the Request for Proposal (RFP) must be received not later than seven (7) calendar days after issuance of this RFP. Address all written inquiries to:

U.S. Department of Transportation
RSPA/Volpe National Transportation Systems Center
Attn: Elizabeth A. Segal, DTS-852
55 Broadway, Kendall Square
Cambridge, MA 02142-1093

The envelope must reference the solicitation number and the mail code. Questions may also be submitted by e-mail to segal@volpe.dot.gov or by fax at (617) 494-3024. Any questions received after this date will be answered only if determined by the CO to be in the best interest of the Government. **NO ORAL INQUIRIES WILL BE ANSWERED.** No question of any nature or form is to be directed to technical personnel. Any additions, deletions, or changes to this procurement will be made by amendment to the RFP.

Each amendment will be identified by number and receipt thereof will be acknowledged by each Offeror. Consistent with the dissemination of the RFP, **any amendment will be posted on the Volpe Center Acquisition Division Internet Home Page** (<http://www.volpe.dot.gov/procure/index.html>) and no paper copies will be mailed to prospective Offerors.

L.3 GENERAL INSTRUCTIONS FOR PAST PERFORMANCE PREPARATION

A. SOLICITATION MAILING INSTRUCTIONS

To facilitate proper handling of the offer or amendment thereof, it is imperative that the outermost envelope/package that contains the offer/amendment be addressed in the format presented in the "Issued by" Block on page 1 of this solicitation. Packages must be clearly labeled with the solicitation number and with a statement that the contents are "Proposal Data - To Be Opened By Addressee Only."

B. PROPOSAL PRESENTATION

Offerors are required to submit their proposals in a separate section as follows:

Past Performance

This section must include the required list of the Offeror's current contracts, copies of past performance reports or explanations of efforts to obtain them, and summary descriptions of the three most relevant contracts.

This section should be complete in itself so that evaluation of this part may be accomplished concurrently and evaluation of the non-price factors may be made strictly on the basis of technical merit.

C. COPIES

You must submit three (3) copies of the Past Performance.

L.4 INSTRUCTIONS FOR PAST PERFORMANCE

B. Page Limits

The maximum number of pages that may be submitted is as follows:

Past Performance: The total overall page limit for the summaries of the Offeror's three (3) most relevant contracts is nine (9). There is no limit for the required list of other current contracts, for past performance reports, or for any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Volpe Center.

Offerors shall submit their past performance information as a separate part of the cost proposal for the Offeror. Offerors shall submit the past performance information as a separate section of their proposal that is clearly marked and identifiable.

- a. Each Offeror will be evaluated on its performance under existing and prior contracts for similar construction projects. Performance information will be used both for responsibility determinations and as an evaluation factor. References other than those provided by the contractor may be contacted by the Government and the information received may be used in the evaluation of the Offeror's past performance.
- b. The Offeror must provide a list of contracts that it is currently performing or has completed within the past three years. The Offeror must make a good faith effort to ensure that the list includes all prime contracts with the Federal Government. If the Offeror can demonstrate that including information on all prime contracts with the Federal Government would create an undue burden on the Offeror because of the large number of applicable contracts, then the list may be reduced to reflect contracts that are most relevant and for which data is readily available. The Offeror must describe in its proposal what types of contracts were excluded and what process was utilized to ensure that all prime contracts with the Federal Government over \$500,000 relevant to the Statement of Work were included. However, the list must include all contracts that are clearly relevant. The list may also include other contracts considered relevant by the Offeror, including those with customers other than the Federal Government. Information regarding the Offeror's performance as a subcontractor with the Federal Government will be obtained from the prime contractor. Include the following information for each contract:

- 1) Name and address of customer
- 2) Contract number
- 3) Contract type
- 4) Total contract value
- 5) Description of contract work
- 6) Contracting Officer's address, telephone number and e-mail address
- 7) Contracting Officer's Technical Representative's address, telephone number and e-mail address
- 8) Administrative Contracting Officer's address, telephone number and e-mail address (if different from item 6)

- 9) List of major subcontractors
 - 10) Assessment of relevance to requirements identified in this solicitation.
 - 11) Whether any final or interim contract past performance report was or has been issued by the contracting agency. Copies of the final or most current past performance report must be submitted for the three most relevant contracts. Copies of reports on other than the three contracts considered most relevant by the Offeror should not be submitted as part of the proposal but may be obtained by the Government if the Government considers the contracts relevant.
- c. From the above list, the Offeror must select no more than three contracts that it considers the most relevant in demonstrating its ability to perform the proposed effort. This list of most relevant contracts must be separated from the above list. Offerors may also include information on problems encountered on the five identified contracts and the Offeror's corrective actions.
- d. The Offeror is responsible for making all reasonable efforts to ensure that a completed evaluation report is provided for each of the three cited contracts no later than the due date for receipt of proposals. If the contracting activity has completed a contractor evaluation report and provided a copy to the Offeror, particularly those completed in accordance with Subpart 42.15 of the FAR, a copy of this report is sufficient. If not, the Offeror is responsible for ensuring that a copy of the performance evaluation report is provided directly to the Volpe Center Contracting Officer by the appropriate customer responding official no later than the proposal submission date. Information contained in the evaluation reports shall be considered sensitive and shall not be released to other Offerors. Failure of the Offeror to demonstrate that it has made all reasonable efforts to provide the required past performance reports will result in an unacceptable rating for this criterion. The Government reserves the right to obtain additional information from any of the referenced contract contacts and from other Government sources. If the Government receives negative past performance information (indicating that performance was less than satisfactory) which is not accompanied by a response from the Offeror, a copy of the adverse information will be provided to the Offeror, which will be given a limited period in which to provide a response. If no response is received within the specified timeframe, the negative past performance information will be evaluated as submitted.
- e. If the Offeror has no relevant past performance history, it must affirmatively so state. Offerors that state they have no relevant past performance history and Offerors that are unable to provide past performance reports after making all reasonable efforts will not be evaluated favorably or unfavorably under this criteria, in accordance with FAR 15.305.
- f. In the case of a relatively new firm (i.e., established within the last 18 months), the Offeror may submit past performance information for contracts on which its corporate management has performed to supplement any past performance information for the firm itself; this shall be specifically noted in the proposal submission.

- g. If the Offeror does not include past performance history or does not affirmatively state that no past performance history exists or can be obtained, the Offeror's proposal will be ineligible for award.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL

- A. Basis for Award. It is the Government intent to make award based upon initial offers without entering into discussion or negotiations. Award will be made to one responsible and responsive Offeror offering the "best value" considering price and a past performance history.
- B. Order of Importance. The price is the most important factor for award. The Offeror's past performance on similar type work will be significantly less important than price.

M.2 PROPOSAL EVALUATION

- A. Cost. The Offeror's price will be evaluated for compliance with the RFP.
- B. Past Performance. The purpose of this criterion is to assess the ability of the Offeror to perform successfully based upon an evaluation of its relevant past performance history on tasks of the type and complexity described in the SOW. The Offeror's relevant past performance history will be evaluated for the following subcriteria, which are of equal importance: (1) Quality of work; (2) Timely performance; (3) Effectiveness of management; (4) Compliance with labor standards; and (5) Compliance with safety standards. Only relevant past performance history will be considered.

If an Offeror has affirmatively stated that it has no relevant past performance history, and there is no evidence to the contrary, the Offeror will not be rated favorably or unfavorably on past performance.

GENERAL DECISION MT010002 03/02/01 MT2
General Decision Number MT010002

Superseded General Decision No. MT000002

State: Montana

Construction Type:
HIGHWAY

County(ies):
STATEWIDE

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/02/2001

COUNTY(ies):
STATEWIDE

ZONE PAY

CARPENTERS, CEMENT MASONS, IRON WORKERS, LABORERS
POWER EQUIPMENT OPERATORS, AND TRUCK DRIVERS

The hourly wage rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Courthouse of the following towns to the center of the job:

BILLINGS	GREAT FALLS	KALISPELL	MISSOULA
BOZEMAN	HAVRE	LEWISTOWN	
BUTTE	HELENA	MILES CITY	

ZONE 1:	0 to 30 miles	Base pay
ZONE 2:	30 to 60 miles	Base pay + \$2.20
ZONE 3:	over 60 miles	Base pay + \$3.70

SUMT3001A 09/25/1998		
	Rates	Fringes
CARPENTERS:		
Carpenters/Piledrivers	17.71	3.90

CEMENT MASONS	15.92	3.03
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ELECTRICIANS:

AREA 1	18.74	2.93+3.8%
AREA 2	20.13	4.76+3.8%
AREA 3	19.98	3.44+3.8%
AREA 4	19.84	3.51+3.8%
AREA 5	20.54	3.54+3.8%
AREA 6	18.02	3.44+3.8%

ELECTRICIANS AREA DESCRIPTIONS

AREA 1: Beaverhead, Deer Lodge, Granite, Jefferson, Madison, Silver Bow, and Powell Counties

AREA 2: Big Horn, Carbon, Carter, Custer, Dawson, Fallon, Garfield, Golden Valley, Musselshell, Powder River, Prairie Rosebud, Stillwater, Treasure, Wibaux, and Yellowstone Counties

AREA 3: Blaine, Cascade, Chouteau, Daniels, Fergus, Glacier, Hill, Judith Basin, Liberty, McCone, Petroleum, Pondera, Phillips, Richland, Roosevelt, Sheridan, Teton, Toole, Valley, and Wheatland Counties

AREA 4: Broadwater, Lewis and Clark, and Meagher Counties

AREA 5: Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders Counties

AREA 6: Gallatin, Park, and Sweet Grass Counties

IRON WORKERS:

Flathead, Glacier, Lake, Lincoln, Mineral, Missoula and Sanders Cos.	17.77	8.29
Remaining Counties	16.49	6.44

LABORERS:

GROUP 1	11.68	3.79
GROUP 2	14.50	3.79
GROUP 3	14.64	3.79
GROUP 4	15.36	3.79

LABORERS CLASSIFICATIONS

GROUP 1: Flag person

GROUP 2: All General Labor work; Burning Bar; Bucket man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete worker; Curb Machine-Lay Down; Crusher and Batch Plant Worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sealants for Concrete and other materials; Sign Erection, Guard Rail and Jersey Rail; Stake Jumper; Spike Driver; Signalman; Tail Hoseman; Tool Checker and Houseman; Traffic Control worker

GROUP 3: Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzlemen; Jackhammer (Pavement Breaker); Laser equipment; Non-riding Rollers; Pipelayer; Posthole Digger (power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-power; Tampers

GROUP 4: Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman (\$1.00 per hour above Group 4 rate); Rock & Core Drill; Track or Truck mounted Wagon Drill; Welder including Air Arc

LINE CONSTRUCTION:

Equipment Operator	17.60	4.40
Groundman	15.40	4.40

PAINTERS:

Pavement Marking and related work
(includes operating marking and all
other equipment and all work
involved in traffic marking including
removal, surface preparation and
application of pavement markings
including epoxies, paints, tape,
buttons, thermoplastics and any other
products applied for traffic marking
purposes and for directing and
regulating traffic)

	17.60	4.40
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POWER EQUIPMENT OPERATORS:

GROUP 1	15.86	4.30
GROUP 2	16.65	4.30
GROUP 3	17.30	4.30
GROUP 4	17.82	4.30
GROUP 5	18.82	4.30
GROUP 6	19.34	4.30
GROUP 7	20.91	4.30

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: A-Frame Truck Crane; Air Compressor; Auto Fine Grader; Belt Finishing Machine; Boring Machine (small); Cement Silo, Crane; Crusher Conveyor, DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form-Grader; Front-end Loader under 1 cu yd; Oiler, Heavy Duty Drills; Pumpman; Oiler (All, except Cranes and Shovels)

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to & incl 3 cu yd Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, large: Broom, Self-Propelled; Concrete Bucket Dispatcher; Concrete Conveyor; Concrete Finish Machine; Concrete Float and Spreader; Concrete Travel Batchers; Distributor; Dozer, Rubber tired, Push, and Side Boom; Drills, Heavy Duty (all types); Elevating Grader/Gradall; Field Equipment Serviceman; Front-end Loader 1 cu yd to and incl. 5 cu yd; Grade Setter; Hoist/Tugger (All Hydralift & Similar); Industrial Locomotive; Motor Patrol (Except Finish); Mountain Skidder; Oiler, Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete/ Grout Machine; Punch Truck; Rollers (All except Asphalt Finish and Breakdown); Ross Carrier; Rotomill under 6 ft; Trenching Machine; Washing/Screening Plant

GROUP 3: Asphalt Finish Roller; Asphalt Breakdown Roller;

Asphalt Paving Machine; Backhoe/Excavator/Shovel larger than 3 cu yd; Asphalt Screed; Concrete Batch Plant; Cableway Highline; Concrete Curing Machine; Cranes, 24 tons & under; Cranes, Creter; Cranes, Electric Overhead; Concrete Pump; Curb Machine/Slip Form Paver; Finish Dozer; Mechanic/Welder; Pioneer Dozer; Rotomill 6 ft and over; Scraper, Single Engine; Scraper Twin or pulling Belly Dump; Yo Yo Cat Front-end Loader over 5 cu yd;

GROUP 4: Asphalt/Hot Plant Operator; Cranes, 25 tons to 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper

SPECIAL OPERATORS:

GROUP 5: Cranes, 45 tons to and including 74 tons

GROUP 6: Cranes, 75 tons to and including 149 tons

GROUP 7: Cranes, 150 tons to and including 250 tons; Cranes over 250 tons: add \$1.00 for every 100 tons over 250 tons; Crane, Stiff-Leg or Derrick; Crane, Tower all); Crane, Whirley (all); Helicopter Hoist

TRUCK DRIVERS:

GROUP 1	13.41	4.26
GROUP 2	17.44	4.26

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Pilot Car

GROUP 2: Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D.C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

BID BOND <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.: 9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i>	
	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP
	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION
		STATE OF INCORPORATION

SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR <i>(Construction, Supplies, or Services)</i>	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	<i>Corporate Seal</i>
		<i>(Seal)</i>	<i>(Seal)</i>	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	

INDIVIDUAL SURETY(IES)		
SIGNATURE(S)	1.	2.
	<i>(Seal)</i>	<i>(Seal)</i>
NAME(S) <i>(Typed)</i>	1.	2.

CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

PERFORMANCE BOND
(See instructions on reverse)

DATE BOND EXECUTED *(Must be same or later than date of contract)*

OMB No.: **9000-0045**
Expires: 09/30/98

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL *(Legal name and business address)*

TYPE OF ORGANIZATION *("X" one)*

☐ INDIVIDUAL ☐ PARTNERSHIP

☐ JOINT VENTURE ☐ CORPORATION

STATE OF INCORPORATION

SURETY(IES) *(Name(s) and business address(es))*

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
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CONTRACT DATE CONTRACT NO.

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal -

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	

INDIVIDUAL SURETY(IES)


SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) <i>(Typed)</i>	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
			\$	
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

BOND PREMIUM 	RATE PER THOUSAND (\$)	TOTAL (\$)

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated

"SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

PAYMENT BOND <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	OMB No.: 9000-0045 Expires: 09/30/98								
Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045); Washington, D.C. 20503.										
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION									
SURETY(IES) <i>(Name(s) and business address(es))</i>	PENAL SUM OF BOND <table><tr><td>MILLION(S)</td><td>THOUSAND(S)</td><td>HUNDRED(S)</td><td>CENTS</td></tr><tr><td></td><td></td><td></td><td></td></tr></table> CONTRACT DATE CONTRACT NO. 		MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS							

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.	Corporate Seal	
	(Seal)	(Seal)	(Seal)		
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.		2.		
	(Seal)		(Seal)		
NAME(S) <i>(Typed)</i>	1.		2.		
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT
					\$
	SIGNATURE(S)	1.		2.	
					Corporate Seal
NAME(S) & TITLE(S) <i>(Typed)</i>	1.		2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated

"SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

AFFIDAVIT OF INDIVIDUAL SURETY
(See instructions on reverse)

OMB No.: 9000-0001

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to FAR Secretariat (MVR), Federal Acquisition Policy Division, Office of Policy, Planning, and Evaluation, GSA, Washington, DC 20405.

STATE OF	SS.
COUNTY OF	

I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. I also depose and say that, concerning any stocks or bonds included in the assets listed below, that there are no restrictions on the resale of these securities pursuant to the registration provisions of Section 5 of the Securities Act of 1933. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

1. NAME (First, Middle, Last) (Type or Print)	2. HOME ADDRESS (Number, Street, City, State, ZIP code)
3. TYPE AND DURATION OF OCCUPATION	4. NAME AND ADDRESS OF EMPLOYER (If Self-employed, so State)
5. NAME AND ADDRESS OF INDIVIDUAL SURETY BROKER USED (If any) (Number, Street, City, State, ZIP Code)	6. TELEPHONE NUMBER HOME - BUSINESS-

7. THE FOLLOWING IS A TRUE REPRESENTATION OF THE ASSETS I HAVE PLEDGED TO THE UNITED STATES IN SUPPORT OF THE ATTACHED BOND:

(a) Real estate (Include a legal description, street address and other identifying description; the market value; attach supporting certified documents including recorded lien; evidence of title and the current tax assessment of the property. For market value approach, also provide a current appraisal.)

(b) Assets other than real estate (describe the assets, the details of the escrow account, and attach certified evidence thereof).

8. IDENTIFY ALL MORTGAGES, LIENS, JUDGEMENTS, OR ANY OTHER ENCUMBRANCES INVOLVING SUBJECT ASSETS INCLUDING REAL ESTATE TAXES DUE AND PAYABLE.

9. IDENTIFY ALL BONDS, INCLUDING BID GUARANTEES, FOR WHICH THE SUBJECT ASSETS HAVE BEEN PLEDGED WITHIN 3 YEARS PRIOR TO THE DATE OF EXECUTION OF THIS AFFIDAVIT.

DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED.

10. SIGNATURE	11. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES (Where appropriate)
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12. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:

a. DATE OATH ADMINISTERED MONTH DAY YEAR	b. CITY AND STATE (Or other jurisdiction)	Official Seal
c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH	d. SIGNATURE	e. MY COMMISSION EXPIRES

INSTRUCTIONS

1. Individual sureties on bonds executed in connection with Government contracts, shall complete and submit this form with the bond. (See 48 CFR 28.203, 53.228(e).) The surety shall have the completed form notarized.
2. No corporation, partnership, or other unincorporated associations or firms, as such, are acceptable as individual sureties. Likewise members of a partnership are not acceptable as sureties on bonds which partnership or associations, or any co-partner or member thereof is the principal obligor. However, stockholders of corporate principals are acceptable provided (a) their qualifications are independent of their stockholdings or financial interest therein, and (b) that the fact is expressed in the affidavit of justification. An individual surety will not include any financial interest in assets connected with the principal on the bond which this affidavit supports.
3. United States citizenship is a requirement for individual sureties. However, only a permanent resident of the place of execution of the contract and bond is required for individual sureties in the following locations - any foreign country; the Commonwealth of Puerto Rico; the Virgin Islands; the Canal Zone; Guam; or any other territory or possession of the United States.
4. All signatures of the affidavit submitted must be originals. Affidavits bearing reproduced signatures are not acceptable. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of firm, partnership, or joint venture, or an officer of the corporation involved.